



AGENDA
REGULAR CITY COUNCIL MEETING
MONDAY, AUGUST 23, 2021 - 6:00 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142
AND VIA VIDEOCONFERENCE/TELECONFERENCE

**This meeting will be held using
videoconferencing/teleconferencing
technology with public access via:
[WWW.ZOOM.US/JOIN](https://www.zoom.us/join) OR
(888)788-0099 (TOLL FREE)
MEETING/WEBINAR ID: 839 1880 7526
PASSWORD: 708614**

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER Mayor calls the Meeting to order, states the date and time, states Councilmembers present, and declares a quorum present.**

CITIZENS COMMENTS / REQUEST TO SPEAK ON AGENDA ITEMS (5 MINUTES) Comments about any of the Council agenda items may be taken into consideration at this time or during the agenda item. Comments are limited to five (5) minutes per individual unless additional time is otherwise required by law for translation. Speaking time is not transferable. Citizens may address the City Council on any subject but must first complete a Request to Speak Form so that the Mayor may call your name to speak at the appropriate time on the Agenda. Comments must be directed to the Council as a whole. **When addressing the Council, please step forward to the speaker's podium, state your name and address, and direct your comments to the Mayor and City Council.**

PRESENTATION

1. Inclusive Playground- RelyOn

CONSENT AGENDA

2. Consider and take appropriate action on the minutes from the July 26, 2021, Regular City Council Meeting.
3. Consider and take appropriate action on the minutes from the August 10, 2021, Budget Workshop and Special City Council Meeting.

4. Consider and take appropriate action on Resolution R-28-21, a Resolution of the City of Kaufman, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2021 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC’s reasonable rate-making expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC’s legal counsel.
5. Consider and take appropriate action on the Preliminary Plat of Lot 1, Block 1, Juniper Pointe Addition, being a tract of land containing 9.008-acres (PIDs 5373, 5377), situated in the D. Falcon Survey, Abstract No. 151, Kaufman County, Kaufman, Texas and generally located in the 2600 Block of Tabor Parkway. A one lot subdivision for an apartment complex in the Multi-Family-2 district is proposed. (Case No. PP-03-21)

END OF CONSENT AGENDA

PUBLIC HEARING

6. Conduct a public hearing, consider and take appropriate action on Ordinance O-37-21, an Ordinance of the City Council of the City of Kaufman, Texas, to amend the Future Land Use Map of the City to reflect a change from Future Commercial and Future Neighborhood Service to Future Single Family (High Density) on approximately 26 acres of land (PIDs 184130, 16871), generally located in the 1500 Block of East Highway 175 in the Levi York Survey, Abstract No. 609, Kaufman County, Kaufman, TX. (Case No. Z-14-21) (Owner/Applicant Kaufman One WW, LLC)
 - a. Presentation.
 - b. PUBLIC HEARING.
 - c. Consider and take appropriate action on Ordinance O-37-21.
7. Conduct a public hearing, consider and take appropriate action on Ordinance O-38-21, an Ordinance of the City Council of the City of Kaufman, Texas, to rezone approximately 26 acres (PIDs 184130, 16871) of land, from Highway Commercial (HC) and Single-Family Residential-20 (SF-20) to Planned Development (PD-21) for a maximum of 127 single-family residential lots. The property is generally located in the 1500 Block of East Highway 175 in the Levi York Survey, Abstract No. 609, Kaufman County, Kaufman, TX. (Case No. Z-14-21) (Owner/Applicant Kaufman One WW, LLC)

- a. Presentation.
 - b. PUBLIC HEARING.
 - c. Consider and take appropriate action on Ordinance O-38-21.
8. Conduct a public hearing, consider and take appropriate action on Ordinance O-39-21, an Ordinance of the City of Kaufman, amending the Comprehensive Zoning Ordinance of the City to authorize Specific Use Permit-47 for the sale of alcoholic beverages in conjunction with a restaurant, with alcohol consumption on premises only, on an approximate 0.44 acres of land zoned Highway Commercial (HC), and generally located at 5962 Fair Road (PID# 5300) in the D. Falcon Survey, Abstract No. 151, Kaufman County, Kaufman, Texas. (Case No. Z-15-21) (Owner/Applicant: Katina Williams Gibbons)
- a. Presentation.
 - b. PUBLIC HEARING.
 - c. Consider and take appropriate action on Ordinance O-39-21.
9. Conduct a Public Hearing and discussion regarding the City's Fiscal Year 2021-2022 Budget.

PLANNING AND ZONING COMMISSION ITEMS

10. Consider and take appropriate action on the Site Plan of proposed Lot 1, Block 1, Juniper Pointe Addition. An apartment complex with 72 units is proposed. The 9.008-acre tract (PIDs 5373 and 5377) is generally located in the 2600 block of Tabor Parkway (AKA CR 151). The property is zoned MF-2. (Case No. SP-02-21)
11. Consider and take appropriate action on the Final Plat of Prairie Creek Estates, Phase 3 Addition, an approximate 17.479 acre tract (PIDs 208 and 184100) generally located in the 1800 block of Rand Road (FM 1836) in the Thomas Beedy Survey, Abstract No. 21, proposed for development to contain 63 single family residential lots and zoned as Planned Development, PD-8 and requested Variances to the 1999 Design Manual for Storm Drainage Facilities, Criteria and Design Procedures, Sections C.2.2.5, Positive Overflow and C.4.1 Hydraulic Gradient of Conduits. (Case No. FP-08-21)
- a. Presentation of requested variances to the 1999 Design Manual for Storm Drainage Facilities and the Final Plat of Prairie Creek Estates, Phase 3 Addition.
 - i. Criteria and Design Procedures, Section C.2.2.5 Positive Overflow
 - ii. Criteria and Design Procedures, Section C.4.1 Hydraulic Gradient of Conduits.

- b. Consider and take appropriate action on Variance requests to the 1999 Design Manual for Storm Drainage Facilities for Prairie Creek Estates, Phase 3 Addition.
- c. Consider and take appropriate action on the Final Plat of Prairie Creek Estates, Phase 3 Addition.
- 12. Consider and take appropriate action on the Prairie Creek Estates, Phase 3 Subdivider's Agreement.

DISCUSSION/ACTION ITEMS

- 13. Consider and take appropriate action on Ordinance O-36-21, an Ordinance of the City Council of the City of Kaufman, Texas accepting and approving an Annual Service Plan Update and Assessment Roll 2021-2022 for the Kaufman Public Improvement District No. 1, Phases 1A and No. 1B in compliance with Chapter 372 of the Texas Local Government Code, as amended; accepting and approving the Annual Service Plan Update and Updated Assessment Roll for PID 1, Phase 1A and Phase 1B, and providing the applicable TIRZ Credit Calculation, as set forth in Exhibit "A" to the Ordinance providing for payment of the assessments in accordance with Chapter 372; providing for the method of assessment and the payment of the assessments, providing penalties and interest on delinquent assessments and compliance with all other legal requirements providing for severability, and providing an effective date.
- 14. Consider and take appropriate action on Ordinance O-40-21, an Ordinance of the City Council of the City of Kaufman, Texas, amending the Code of Ordinances, Chapter 106 Utilities, Section 106-7 Water Rates, paragraph (f) (g) (h) and Section 106.8 Sewer Rates, paragraph (e) to adopt increased rates for water and sewer services in order to account for increased costs of service, to increase the monthly rate reduction for seniors, to provide for manual adjustments as authorized by ordinance, policy or action of City Council; containing a severability clause; providing a penalty clause; and providing for publication and an effective date.
- 15. Consider and take appropriate action on an installation contract between the City of Kaufman and Performance Services of Texas, Inc. for the purpose of providing services to install AMI water meters; and authorizing the City Manager or his designee to execute necessary documents.
- 16. Consider and take appropriate action on Resolution R-29-21, a resolution of the City of Kaufman, Texas, approving a financing agreement for the purpose of procuring an AMI project and related equipment; authorizing the City Manager to enter into such agreement; providing for the incorporation of premises; and providing an effective date.
- 17. Consider and take appropriate action to award and execute a contract with YWRD, P.C. for the City's Comprehensive Annual Financial Services (Audit) for Fiscal Year 2021 at a cost of \$37,000 for the City Financials and \$4,750 for the Economic Development Corporation.

18. Consider and take appropriate action on the paint and logo renderings for the South and North Water Tower.

APPOINTMENT

19. Consider and take appropriate action on the appointment of an Interim City Secretary and designate a signature authority.
20. Consider and take appropriate action on the appointments of two (2) members to the Kaufman Economic Development Corporation for a two (2) year term through August 2023.
21. Consider and take appropriate action on the appointment of two (2) members to the Board of Adjustment for a two (2) year terms expiring September 2023.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

22. Receive an update and discussion regarding the following:
 - a. Wholesale Water Contracts Update.
 - b. Washington Street Survey Update.
 - c. ARPA Funds Update.
 - d. Discussion Items Report (DIR)
 - e. STAR Transit Ridership Report- July 2021
 - f. Careflite Compliance Report- July 2021
 - g. Fire Department Monthly Report- July 2021
 - h. Police Department Monthly Report- July 2021
 - i. Development Services Monthly Report- July 2021
 - j. Monthly Calendars Attached

ADJOURNMENT

I, JESSIE HANKS, CITY SECRETARY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE WINDOW AT KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS, A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL

PUBLIC AT ALL TIMES AND SAID NOTICE WAS POSTED AT THE KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS AT 4:30 P.M. ON FRIDAY, AUGUST 20, 2021, AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULE TIME OF SAID MEETING.

JESSIE HANKS
CITY SECRETARY

THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE. SECTION 551.071 (CONSULTATION WITH ATTORNEY).

****PURSUANT TO SECTION 551.127, TEXAS GOVERNMENT CODE, ONE OR MORE COUNCILMEMBERS OR EMPLOYEES MAY ATTEND THIS MEETING REMOTELY USING VIDEOCONFERENCING TECHNOLOGY. THE VIDEO AND AUDIO FEED OF THE VIDEOCONFERENCING EQUIPMENT CAN BE VIEWED AND HEARD BY THE PUBLIC BY ACCESSING WWW.ZOOM.US/JOIN OR (888)788-0099 (TOLL FREE) MEETING /WEBINAR ID: 839 1880 7526 PASSWORD: 708614**

THE BUILDING IN WHICH THE ABOVE MEETING WILL BE CONDUCTED IS WHEELCHAIR ACCESSIBLE AND PARKING SPACES FOR THE MOBILITY IMPAIRED ARE AVAILABLE. PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED AUXILIARY AIDS OR SERVICES SUCH AS INTERPRETERS FOR PERSONS WHO ARE DEAF OR HEARING IMPAIRED, READERS, OR LARGE PRINT ARE REQUESTED TO CONTACT THE CITY SECRETARY'S OFFICE AT 972-932-2216 AT LEAST TWO (2) WORKING DAYS PRIOR TO THE TIME OF THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.



**MINUTES OF THE
CITY COUNCIL MEETING
MONDAY, JULY 26, 2021 - 5:30 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142**

WORK SESSION NOTE: A Work Session is used to explore matters of interest to one or more City Council Members or the City Manager for the purpose of giving staff direction into whether or not such matters should be placed on a future regular or special meeting of the Council for citizens input, City Council deliberation and formal City action. At a work session, the City Council generally receives informal and preliminary reports and information from City staff, officials, members of City committees, and the individual or organization proposing Council action, if invited by City Council or City Manager to participate in the session. Participation by individuals and members of organizations invited to speak ceases when the Mayor announces the session is being closed to public input. Although Work Sessions are public meetings, and citizens have a legal right to attend, they are not public hearings, so citizens are not allowed to participate in the session unless invited to do so by the Mayor. Any citizen may supply to the City Council, prior to the beginning of the session, a written report regarding the citizen's opinion on the matter being explored. Should the Council direct the matter be placed on a regular meeting agenda, the staff will generally prepare a final report defining the proposed action, which will be made available to all citizens prior to the regular meeting at which citizen input is sought. The purpose of this procedure is to allow citizens attending the regular meeting the opportunity to hear the views of their fellow citizens without having to attend two meetings.

CALL WORK SESSION TO ORDER Mayor calls the Work Session to order, states the date and time, states Councilmembers present, and declares a quorum present. **

Mayor Jordan called the Work Session to order at 5:31 PM. Councilmembers present were Jeff Jordan, Jeff Council, Patty Patterson, Lisa Parker, Matt Phillips, and Carole Aga (Zoom). Councilmember Ratcliffe arrived at 5:43 PM. Mayor Jordan declared a quorum present. Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Attorney Patricia Adams, City Secretary Jessie Hanks, Interim City Secretary Myra Manriquez, Finance Director Mary Wennerstrom, Fire Chief Ronnie Davis, Fire Lieutenant Jeremy Hatcher, Police Chief Dana Whitaker, and Police Captain Les Edwards.

1. Discuss and provide direction to staff regarding the Proposed Fiscal Year 2021-2022 Tax Rate Strategy.

Mr. Slye outlined the proposed Tax rate strategies for the 2021-2022 fiscal year. He reviewed the historical taxable values. Mr. Slye presented a proposed stay pay plan to the council. There were discussions regarding the proposed new pay scale, how it functions, and the potential timing of the increases.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 6:19 pm.

REGULAR CITY COUNCIL MEETING

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER Mayor calls the Meeting to order, states the date and time, states Councilmembers present, and declares a quorum present.**

Mayor Jordan called the City Council meeting to order at 06:20 PM. Councilmembers present were Jeff Jordan, Jeff Council, Patty Patterson, Lisa Parker, Matt Phillips, Barry Ratcliffe, and Carole Aga. Mayor Jordan declared a quorum present. Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Attorney Patricia Adams, City Secretary Jessie Hanks, Interim City Secretary Myra Manriquez, Finance Director Mary Wennerstrom, Fire Chief Ronnie Davis, Fire Lieutenant Jeremy Hatcher, Police Chief Dana Whitaker, and Police Captain Les Edwards.

CITIZENS COMMENTS / REQUEST TO SPEAK ON AGENDA ITEMS (5 MINUTES) Comments about any of the Council agenda items may be taken into consideration at this time or during the agenda item. Comments are limited to five (5) minutes per individual unless additional time is otherwise required by law for translation. Speaking time is not transferable. Citizens may address the City Council on any subject but must first complete a Request to Speak Form so that the Mayor may call your name to speak at the appropriate time on the Agenda. Comments must be directed to the Council as a whole. **When addressing the Council, please step forward to the speaker's podium, state your name and address, and direct your comments to the Mayor and City Council.**

No comments were given.

PROCLAMATION

2. National Health Center Week- August 8-14, 2021

Mayor Jordan read a proclamation for National Health Care Week for August 8-14, 2021.

CONSENT AGENDA

3. Consider and take appropriate action on the minutes from June 28, 2021, Regular City Council meeting.
4. Consider and take appropriate action regarding a contract between the City of Kaufman and CEIS for gateway signage; and authorizing the City Manager or his designee to execute the agreement and any necessary documents.
5. Second Reading: Consider and take appropriate action on Ordinance O-29-21, an ordinance of the City Council of the City of Kaufman, Texas, amending a franchise agreement for the collection and disposal of garbage, trash, brush and bulk in the City of Kaufman, Texas with Republic Services of Texas, Ltd., to provide for updated collection rates for bulk pickup; and providing an effective date.
6. Consider and take appropriate action on Resolution R-27-21, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an agreement with the Texas Department of Transportation to temporarily close portions of Business SH 34 and FM 1388 on Saturday, October 23, 2021 from 9:00 a.m. until 11:00 a.m. for the purpose of the

2021 Kaufman Oktoberfest Parade; and providing an effective date.

7. Consider and take appropriate action on Resolution R-26-21, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to grant a special use permit for the consumption, possession, and sale of beer and wine by vendors duly licensed in accordance with state law for the Kaufman Oktoberfest; and providing an effective date.

Councilmember Parker made a motion to approve Consent Agenda items 3-7 as presented. The motion was seconded by Mayor Pro-Tem Patterson and passed 7/0.

END OF CONSENT AGENDA

PUBLIC HEARING

8. Conduct a public hearing and consider and take appropriate action on Ordinance O-33-21, an ordinance of the City Council of the City of Kaufman, Texas, annexing the hereinafter described property of approximately 111.47 acres, located at 3997 Farm to Market Road No. 1836 (PIDs 2195, 2196, and 2197), situated in the Thomas Beedy Survey, Abstract 21, into the City of Kaufman, Kaufman County, Texas and extending the boundary limits of said City so as to include the described property within the City limits; granting to all the inhabitants of the Property all the rights and privileges of other citizens and binding the inhabitants by all of the ordinances, resolutions, acts and regulations of the City; adopting a written services agreement; providing instructions for correcting the official map and boundaries of said City; and providing an effective date. (Case No. A-05-21)

Mr. Holder presented the proposed annexation of a 111.47 acres property located at 3397 FM 1836. He briefly reviewed the service plan for the annexation.

Mayor Jordan opened the public hearing at 6:27 PM. With no speakers present, Mayor Jordan closed the public hearing at 6:28 PM.

Councilmember Council made a motion to approve Ordinance O-33-21 as presented. The motion was seconded by Councilmember Parker and passed 7/0.

DISCUSSION/ACTION ITEMS

9. Consider and take appropriate action on Ordinance O-34-21, an ordinance of the City Council of the City of Kaufman, Texas, approving the execution of a quitclaim deed to Jess and Janice Murrell for a portion of a tract of land adjacent to 112 North Washington Street (PID 28477); authorizing the Mayor to execute the deed and any necessary documents; and providing an effective date.

Mr. Slye reviewed the purpose for the need to approve a quitclaim deed due to a portion of the building being in the previous deed.

Councilmember Phillips made a motion to approve Ordinance O-34-21 as presented. The motion was seconded by Councilmember Ratcliffe and passed 7/0.

10. Consider and take appropriate action on the Storm Drainage Project at Shannon Park.

Mr. Slye informed Council about the potential concerns with the Shannon Park Improvements. There were discussions on the options Council has to address the concerns, and the extent of the storm drainage improvements needed.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

11. Receive an update and discussion regarding the following:
- a. Budget Workshop - August 10
 - b. Discussion Items Report (DIR)
 - c. STAR Transit Ridership Report- June 2021
 - d. Careflite Compliance Report- June 2021
 - e. Fire Department Monthly Report- June 2021
 - f. Police Department Monthly Report- June 2021
 - g. Development Services Monthly Report- June 2021
 - h. Monthly Calendars Attached

Mr. Slye updated Council on the above-stated items.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 6:46 pm.

ATTEST:

JEFF JORDAN
MAYOR

JESSIE HANKS
CITY SECRETARY



**MINUTES OF THE
CITY COUNCIL MEETING
TUESDAY, AUGUST 10, 2021 -
12:00 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142**

SPECIAL CITY COUNCIL MEETING

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER Mayor calls the Meeting to order, states the date and time, states Councilmembers present, and declares a quorum present.**

Mayor Jordan called the City Council meeting to order at 12:26 PM. Councilmembers present were Patty Patterson, Carole Aga, Jeff Council, Barry Ratcliffe, Lisa Parker, Jeff Jordan and Matt Phillips. Mayor Jordan declared a quorum present. Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Secretary Jessie Hanks, Interim City Secretary Myra Manriquez, Finance Director Mary Wennerstrom, Public Works Director Tim Hopwood, Police Chief Dana Whitaker, Police Captain Les Edwards, Fire Chief Ronnie Davis and Fire Lieutenant Jeremy Hatcher.

CITIZENS COMMENTS / REQUEST TO SPEAK ON AGENDA ITEMS (5 MINUTES) Comments about any of the Council agenda items may be taken into consideration at this time or during the agenda item. Comments are limited to five (5) minutes per individual unless additional time is otherwise required by law for translation. Speaking time is not transferable. Citizens may address the City Council on any subject but must first complete a Request to Speak Form so that the Mayor may call your name to speak at the appropriate time on the Agenda. Comments must be directed to the Council as a whole. **When addressing the Council, please step forward to the speaker's podium, state your name and address, and direct your comments to the Mayor and City Council.**

No comments were given.

EXECUTIVE SESSION

Mayor Jordan recessed into Executive Session at 12:29 PM.

1. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
 - a. § 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager

RECONVENE INTO OPEN SESSION In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session.

2. Consider and take appropriate action, if any, on matters discussed in Executive Session.

Mayor Jordan reconvened the open session at 1:08 PM.

Councilmember Ratcliffe made a motion to adjust the City Managers compensation as of October 1, 2021 by 3.4%. The motion was seconded by Councilmember Aga and passed 7/0.

DISCUSSION/ACTION ITEMS

3. Consider and take appropriate action on Ordinance O-35-21, an ordinance of the City Council of the City of Kaufman, approving the 2021 Certified Property Tax Values for the City of Kaufman, Texas.

Councilmember Ratcliffe made a motion to approve Ordinance O-35-21 approving the 2021 Certified Property Tax Values. The motion was seconded by Councilmember Parker and passed 7/0.

4. Consider and take appropriate action on a proposed, not to exceed, Property Tax Rate of \$0.8216760, calling for public hearing for Monday, September 13, 2021 to be held at 6:00 p.m. at City Hall, 209 S. Washington St., Kaufman, Texas, 75142, and setting the date for the vote on the Property Tax Rate for Monday, September 13, 2021 to be held at 6:00 p.m. at City Hall, 209 S. Washington St., Kaufman, Texas 75142.

Councilmember Council made a motion to approve the not to exceed, Property Tax Rate of \$0.8216760, calling for public hearing for Monday, September 13, 2021 to be held at 6:00 p.m. at City Hall, 209 S. Washington St., Kaufman, Texas, 75142, and setting the date for the vote on the Property Tax Rate for Monday, September 13, 2021 to be held at 6:00 p.m. at City Hall, 209 S. Washington St., Kaufman, Texas 75142. The motion was seconded by Councilmember Aga and passed 7/0.

5. Consider and take appropriate action on setting the date, time, and place for public hearing regarding the City's Fiscal Year 2021-2022 Budget, on Monday, August 23, 2021 at 6:00 p.m. at City Hall, 209 S. Washington St., Kaufman, Texas, 75142, and setting the date for the vote for Monday, September 13, 2021 to be held at 6:00 p.m. at City Hall, 209 S. Washington St., Kaufman, Texas 75142.

Councilmember Aga made a motion to set a public hearing regarding the City's Fiscal Year 2021-2022 Budget, on Monday, August 23, 2021 at 6:00 p.m. at City Hall, 209 S. Washington St., Kaufman, Texas, 75142, and setting the date for the vote for Monday, September 13, 2021 to be held at 6:00 p.m. at City Hall, 209 S. Washington St., Kaufman, Texas 75142. The motion was seconded by Mayor Pro-Tem Patterson and passed 7/0.

ADJOURNMENT

Mayor Jordan adjourned the Special City Council Meeting at 1:14 PM.

CITY COUNCIL BUDGET WORK SESSION NOTE: A Work Session is used to explore matters of interest to one or more City Council Members or the City Manager for the purpose of giving staff direction into whether or not such matters should be placed on a future regular or special meeting of the Council for citizens input, City Council deliberation and formal City action. At a work session, the City Council generally receives informal and preliminary reports and information from City staff, officials, members of City committees, and the individual or organization proposing Council action, if invited by City Council or City Manager to participate in the session. Participation by individuals and members of organizations invited to speak ceases when the Mayor announces the session is being

closed to public input. Although Work Sessions are public meetings, and citizens have a legal right to attend, they are not public hearings, so citizens are not allowed to participate in the session unless invited to do so by the Mayor. Any citizen may supply to the City Council, prior to the beginning of the session, a written report regarding the citizen's opinion on the matter being explored. Should the Council direct the matter be placed on a regular meeting agenda, the staff will generally prepare a final report defining the proposed action, which will be made available to all citizens prior to the regular meeting at which citizen input is sought. The purpose of this procedure is to allow citizens attending the regular meeting the opportunity to hear the views of their fellow citizens without having to attend two meetings.

CALL WORK SESSION TO ORDER Mayor calls the Work Session to order, states the date and time, states Councilmembers present, and declares a quorum present. **

Mayor Jordan called the Work Session meeting to order at 1:14 PM. Councilmembers present were Patty Patterson, Carole Aga, Jeff Council, Barry Ratcliffe, Lisa Parker, Jeff Jordan. Mayor Jordan declared a quorum present. Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Attorney Patricia Adams, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Public Works Director Richard Underwood, Police Chief Dana Whitaker, and Police Captain Les Edwards.

Councilmembers present were Patty Patterson, Carole Aga, Jeff Council, Barry Ratcliffe, Lisa Parker, Jeff Jordan and Matt Phillips. Mayor Jordan declared a quorum present. Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Secretary Jessie Hanks, Interim City Secretary Myra Manriquez, Finance Director Mary Wennerstrom, Public Works Director Tim Hopwood, Police Chief Dana Whitaker, Police Captain Les Edwards and Fire Chief Ronnie Davis and Fire Lieutenant Jeremy Hatcher.

City Manager Mike Slye, Assistant City Manager Mike Holder, City Secretary Jessie Hanks, Interim City Secretary Myra Manriquez, Finance Director Mary Wennerstrom, Public Works Director Tim Hopwood, Police Chief Dana Whitaker, Police Captain Les Edwards, Fire Chief Ronnie Davis and Fire Lieutenant Jeremy Hatcher.

6. Discuss and provide direction to staff regarding the Proposed Fiscal Year 2021-2022 City of Kaufman Budget.

Mr. Slye presented the historical taxable values, the calculated tax rates, the tax rate history and the proposed tax rate. He reviewed the fiscal year 2021-2022 budget factors including the appraised valued, proposed tax rates, and surpluses. There were discussions about the budget requests, fleet management, and Capital Improvement Projects. Mr. Slye outlined the status of the AMI water meter program. Storm drainage projects and street maintenance projects were discussed.

Mayor Jordan recessed into a break at 2:39 PM. Mayor Jordan reconvened the meeting at 2:53 PM.

Mr. Slye informed Council about the northeast utility project and the properties associated with the project. He reviewed the final decision points for the proposed budget.

- a. AMI Water Meters
- b. Northeast Utilities

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 3:50 PM.

ATTEST:

JEFF JORDAN
MAYOR

JESSIE HANKS
CITY SECRETARY



Meeting

Date: 8/23/2021

Date: 7/27/2021

Item #: 4.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-28-21, a Resolution of the City of Kaufman, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2021 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable rate-making expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's legal counsel.

BACKGROUND:

Resolution R-28-21 is a resolution allowing for the approval of the negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2021 rate review mechanism filing. The Atmos Cities Steering Committee has recommended that the City of Kaufman approve the settlement.

Author:

Jessie Hanks, City Secretary

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-28-21 as presented.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☒	☒

July 21, 2021

MODEL STAFF REPORT FOR RESOLUTION OR ORDINANCE

BACKGROUND AND SUMMARY

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2020, entitled it to additional system-wide revenues of \$43.4 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$40.5 million, \$29.3 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$22.34 million instead of the claimed \$40.5 million. The amount of the \$22.34 million deficiency applicable to ACSC members would be \$16.8 million.

After the Company reviewed ACSC’s consultants’ report, ACSC’s Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$22.78 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2021. This should save ACSC cities approximately \$3.8 million.

The Executive Committee recommends a settlement at \$22.78 million. The Effective Date for new rates is December 1, 2021. ACSC members should take action approving the Resolution before October 1, 2021.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$22.78 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$1.28 on a monthly basis, or 2.2 percent. The increase for average commercial usage will be \$4.03 or 1.61 percent. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2021, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates. See Attachment 3.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$22.78 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
7. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
8. This section repeals any resolution or ordinance that is inconsistent with the Resolution.
9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
11. This section provides for an effective date upon passage. December 1, 2021 represents a two month delay in the Effective Date established by the RRM tariff.
12. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$43.4 million in additional system-wide revenues, the RRM settlement at \$22.78 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$22.78 million (plus \$3.8 of additional savings due to the two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before October 1, 2021. New rates become effective December 1, 2021.

**Attachment 1 to
Model Staff Report**

2021 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Customer Class (a)	Current (b)	Proposed (c)	Bills (d)	Ccf/MmBtu (e)	Current Revenues (f)	Proposed Revenues (g)	Increase (h)
1	Residential							
2	Customer Charge	\$	20.25	\$		\$ 280,698,048	\$ 289,015,027	\$ 8,316,979
3	Consumption Charge			13,861,632		167,181,199	175,511,717	\$ 8,330,518
4	Revenue Related Taxes	0.26651	0.27979		627,298,034	30,398,805	31,528,717	
5	Total Class Revenue					\$ 478,278,052	\$ 496,055,461	\$ 17,777,409
6								
7	Commercial							
8	Customer Charge	\$	54.50	\$		\$ 59,642,184	\$ 61,830,888	\$ 2,188,704
9	Consumption Charge			1,094,352		42,672,431	44,619,033	\$ 1,946,602
10	Revenue Related Taxes	0.11728	0.12263		363,850,875	6,944,376	7,225,051	
11	Total Class Revenue					\$ 109,258,991	\$ 113,674,972	\$ 4,415,981
12								
13	Industrial & Transportation							
14	Customer Charge	\$	1,014.50	\$		\$ 7,158,312	\$ 7,442,316	\$ 284,004
15	Consumption Charge Tier 1	\$	0.4157	\$	7,056	3,109,328	3,238,728	\$ 129,400
16	Consumption Charge Tier 2	\$	0.3044	\$		2,521,298	2,626,490	\$ 105,192
17	Consumption Charge Tier 3	\$	0.0653	\$		850,136	885,287	\$ 35,151
18	Revenue Related Taxes		0.0680		13,018,926	925,722	963,306	
19	Total Class Revenue					\$ 14,564,796	\$ 15,156,127	\$ 591,331
20								
21	Total Excluding Other Revenue					\$ 602,101,840	\$ 624,886,561	\$ 22,784,721
22								
23								
24	Revenue Related Tax Factor	6.7873%						

**Attachment 2
to 2021 RRM Staff Report**

Bill Impact

[illegible]

[illegible]

**Attachment 3
to 2021 RRM Staff Report**

RRM Monthly Savings Over GRIP and DARR Rates

**ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE BILL COMPARISON
(EXCLUDING GAS COSTS)**

	ACSC Settled	DARR Settled	ATM Filing	ENVIRONS Filing
Customer Charge	\$20.85	\$23.80	\$27.68	\$25.90
Monthly Ccf [1]	45.2	52.7	45.2	45.2
Consumption Charge	\$0.27979	\$0.19526	\$0.14846	\$0.18653
Average Monthly Bill	\$33.50	\$34.09	\$34.39	\$34.33
		-\$0.60	-\$0.89	-\$0.83

[1] Recognizes that average normal usage for Dallas residential customers is greater than Mid-Tex average.

RESOLUTION NO. R-28-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Kaufman, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”)

process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, Atmos Mid-Tex filed its 2021 RRM rate request with ACSC Cities based on a test year ending December 31, 2020; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2021 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$22.78 million applicable to ACSC Cities with an Effective Date of December 1, 2021; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$3.8 million off new rates imposed by the attached tariffs (Exhibit A); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS:

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$22.78 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2021 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually

an additional \$22.78 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2021 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates

authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 23RD DAY OF AUGUST, 2021.

**JEFF JORDAN
MAYOR**

ATTEST:

**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**

Exhibit A
to 2021 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2021

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 20.85 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 20.90 per month
Commodity Charge – All <u>Ccf</u>	\$0.27979 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE: Page

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 56.50 per month
Rider CEE Surcharge	\$ 0.01 per month ¹
Total Customer Charge	\$ 56.51 per month
Commodity Charge – All Ccf	\$ 0.12263 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MMBtu
Next 3,500 MMBtu	\$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0680 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MMBtu
Next 3,500 MMBtu	\$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0680 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	11.88	0.1459	85.39	0.6996
Austin	10.34	0.1452	194.82	0.9398
Dallas	15.21	0.1915	148.19	1.0986
Waco	10.63	0.1373	130.39	0.7436
Wichita Falls	12.63	0.1398	109.17	0.5803

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2021 RRM Resolution or Ordinance

Mid-Tex
2021 Benchmark for Pensions
and Retiree Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Description	Shared Services		Mid-Tex Direct		Adjustment Total	
		(b)	(c)	(d)	(e)		(f)
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
1	Proposed Benefits Benchmark - Fiscal Year 2021 Willis Towers Watson						
2	Report as adjusted (1) (2) (3)	\$ 2,917,949	\$ 4,908,358	\$ 5,447,063	\$ 293,818	\$ 6,600,073	
3	Allocation to Mid-Tex	43.68%	43.68%	76.11%	100.00%	76.11%	
4	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)						
5	O&M and Capital Allocation Factor	\$ 1,274,655	\$ 2,144,130	\$ 4,145,546	\$ 293,818	\$ 5,023,057	
6	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	100.00%	100.00%	100.00%	100.00%	100.00%	
7		\$ 1,274,655	\$ 2,144,130	\$ 4,145,546	\$ 293,818	\$ 5,023,057	\$ 12,881,205
8							
9	Summary of Costs to Approve (1):						
10	O&M Expense Factor (WP_F-2.3, Ln 2)	75.07%	75.07%	38.66%	11.00%	38.66%	
11							
12							
13	Total Pension Account Plan	\$ 956,873	\$ 1,609,582	\$ 1,602,484		\$ 2,559,357	
14	Total Post-Employment Benefit Plan				\$ 32,322	\$ 1,941,691	\$ 3,551,272
15	Total Supplemental Executive Benefit Plan						32,322
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 956,873	\$ 1,609,582	\$ 1,602,484	\$ 32,322	\$ 1,941,691	\$ 6,142,952

Exhibit C
to 2021 RRM Resolution or Ordinance

Mid-Tex 2021 Schedule for
Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2020
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning Protected Balance	Protected Amortization	Ending Protected Balance	Beginning Unprotected Balance	Unprotected Amortization	Ending Unprotected Balance	Total Protected & Unprotected Amortization	Total Protected & Unprotected Balance
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	2017 (3)	\$ -	\$ -	\$ (51,477,654)	\$ -	\$ -	\$ 343,746,535	\$ -	\$ 292,268,881
2	2018	(51,477,654)	494,977	(50,982,677)	343,746,535	(3,513,868)	340,232,667	(3,018,891)	289,249,991
3	2019	(50,982,677)	1,979,910	(49,002,767)	340,232,667	(14,057,872)	326,174,795	(12,077,963)	277,172,028
4	2020	(49,002,767)	1,979,910	(47,022,857)	326,174,795	(13,988,908)	312,185,886	(12,008,999)	265,163,029
5	2021	(47,022,857)	3,464,842	(43,558,015)	312,185,886	(26,390,127)	285,795,760	(22,925,284)	242,237,745
6	2022	(43,558,015)	1,979,910	(41,578,105)	285,795,760	(60,167,528)	225,628,231	(58,187,619)	184,050,126
7	2023	(41,578,105)	1,979,910	(39,598,195)	225,628,231	(60,167,528)	165,460,703	(58,187,619)	125,862,508
8	2024	(39,598,195)	1,979,910	(37,618,286)	165,460,703	(60,167,528)	105,293,175	(58,187,619)	67,674,889
9	2025	(37,618,286)	1,979,910	(35,638,376)	105,293,175	(60,167,528)	45,125,646	(58,187,619)	9,487,270
10	2026	(35,638,376)	1,979,910	(33,658,466)	45,125,646	(45,125,646)	(0)	(43,145,737)	(33,658,466)
11	2027	(33,658,466)	1,979,910	(31,678,556)	(0)	0		1,979,910	(31,678,556)
12	2028	(31,678,556)	1,979,910	(29,698,647)	-	-		1,979,910	(29,698,647)
13	2029	(29,698,647)	1,979,910	(27,718,737)	-	-		1,979,910	(27,718,737)
14	2030	(27,718,737)	1,979,910	(25,738,827)	-	-		1,979,910	(25,738,827)
15	2031	(25,738,827)	1,979,910	(23,758,917)	-	-		1,979,910	(23,758,917)
16	2032	(23,758,917)	1,979,910	(21,779,007)	-	-		1,979,910	(21,779,007)
17	2033	(21,779,007)	1,979,910	(19,799,098)	-	-		1,979,910	(19,799,098)
18	2034	(19,799,098)	1,979,910	(17,819,188)	-	-		1,979,910	(17,819,188)
19	2035	(17,819,188)	1,979,910	(15,839,278)	-	-		1,979,910	(15,839,278)
20	2036	(15,839,278)	1,979,910	(13,859,368)	-	-		1,979,910	(13,859,368)
21	2037	(13,859,368)	1,979,910	(11,879,459)	-	-		1,979,910	(11,879,459)
22	2038	(11,879,459)	1,979,910	(9,899,549)	-	-		1,979,910	(9,899,549)
23	2039	(9,899,549)	1,979,910	(7,919,639)	-	-		1,979,910	(7,919,639)
24	2040	(7,919,639)	1,979,910	(5,939,729)	-	-		1,979,910	(5,939,729)
25	2041	(5,939,729)	1,979,910	(3,959,820)	-	-		1,979,910	(3,959,820)
26	2042	(3,959,820)	1,979,910	(1,979,910)	-	-		1,979,910	(1,979,910)
27	2043	(1,979,910)	1,979,910	0	-	-		1,979,910	0
28									
29	Revenue Related Tax Factor				See WP_F-5.1			6.79%	
30	Revenue Related Taxes on Annual Amortization				Amortization * Tax Factor		\$	3,949,355	
31	Amortization Including Revenue Related Taxes				Amortization + Taxes		\$	<u>62,136,973</u>	
32									
33	Notes:								
34	1. The annual amortization of the protected balance is a 26 year recovery period based on the Reverse South Georgia Method. The annual amortization of the unprotected balance is 5 years.								
35	2. The Regulatory Liability is recorded to FERC Accounts 253 and 242, Sub Account 27909.								
36	3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.								



Meeting
Date: 8/23/2021

Date: 8/8/2021

Item #: 5.

Dept.: Development
Services

PZ Item

SUBJECT:

Consider and take appropriate action on the Preliminary Plat of Lot 1, Block 1, Juniper Pointe Addition, being a tract of land containing 9.008-acres (PIDs 5373, 5377), situated in the D. Falcon Survey, Abstract No. 151, Kaufman County, Kaufman, Texas and generally located in the 2600 Block of Tabor Parkway. A one lot subdivision for an apartment complex in the Multi-Family-2 district is proposed. (Case No. PP-03-21)

BACKGROUND:

See the attached August 3, 2021 Planning and Zoning Commission Report.

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

Funds Available: N/A

Source: N/A

Recommendation: The Planning and Zoning Commission on August 3, 2021 recommended approval of the Preliminary Plat of Lot 1, Block 1, Juniper Pointe Addition by a vote of 7-0.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☒	☒	☒	☐	☐



Planning and Zoning Commission Report

Meeting Date: August 3, 2021

Consent: No

Discussion/Action: Yes

SUBJECT: Consider and make a recommendation Consider and make a recommendation to City Council on the **Preliminary Plat of Lot 1, Block 1, Juniper Pointe Addition**, being a tract of land containing 9.008-acres (PIDs 5373, 5377), situated in the D. Falcon Survey, Abstract No. 151, Kaufman County, Kaufman, Texas. The property is generally located in the 2600 Block of Tabor Parkway. A one lot residential subdivision for a Multi-Family-2 development is proposed. (Case No. PP-03-21)

BACKGROUND/PURPOSE:

A 5.366-acre portion of the property was rezoned from Commercial (C) to Multi-Family -2 (MF-2) on May 24, 2021. The remaining 3.642-acres was already zoned Multi-Family-2 (MF-2). The MF-2 district allows a maximum density of 24 units per acre.

Typically, a subdivision is required to have two separate entrances and exits, so in case of an emergency if one entrance/exit is blocked there is another entrance/exit available. However, in this instance it is physically impossible to have two separate entrances and exits, because the property is surrounded by existing development on all sides. The Fire Department devised a compromise for the two separate entrance and exit requirement that met the spirit of the Subdivision Ordinance.

The property has 209.77 feet of frontage on Tabor Parkway, which allows room for two separate 24-foot driving lanes divided by a 5-foot median to serve as the two entrances and exits. This means the apartment complex will regularly have the northern 24-foot driving lane as the two entryway lanes and the southern 24-driving lane as the two exit way lanes. If one side or the other is ever closed due to an emergency, the other side will have enough width for two-way traffic. The Juniper Pointe Addition Site Plan (SP-02-21) showing the details described above will also be on the same agenda as the preliminary plat.

Oncor Electric will provide electrical service. The City of Kaufman will provide water and sanitary sewer service.

THOROUGHFARE PLAN: Tabor Parkway is designated as a "Type B", Minor Arterial, requiring a right-of-way width of 100 feet. Additional right-of-way was not required with this plat.

RECOMMENDATIONS:

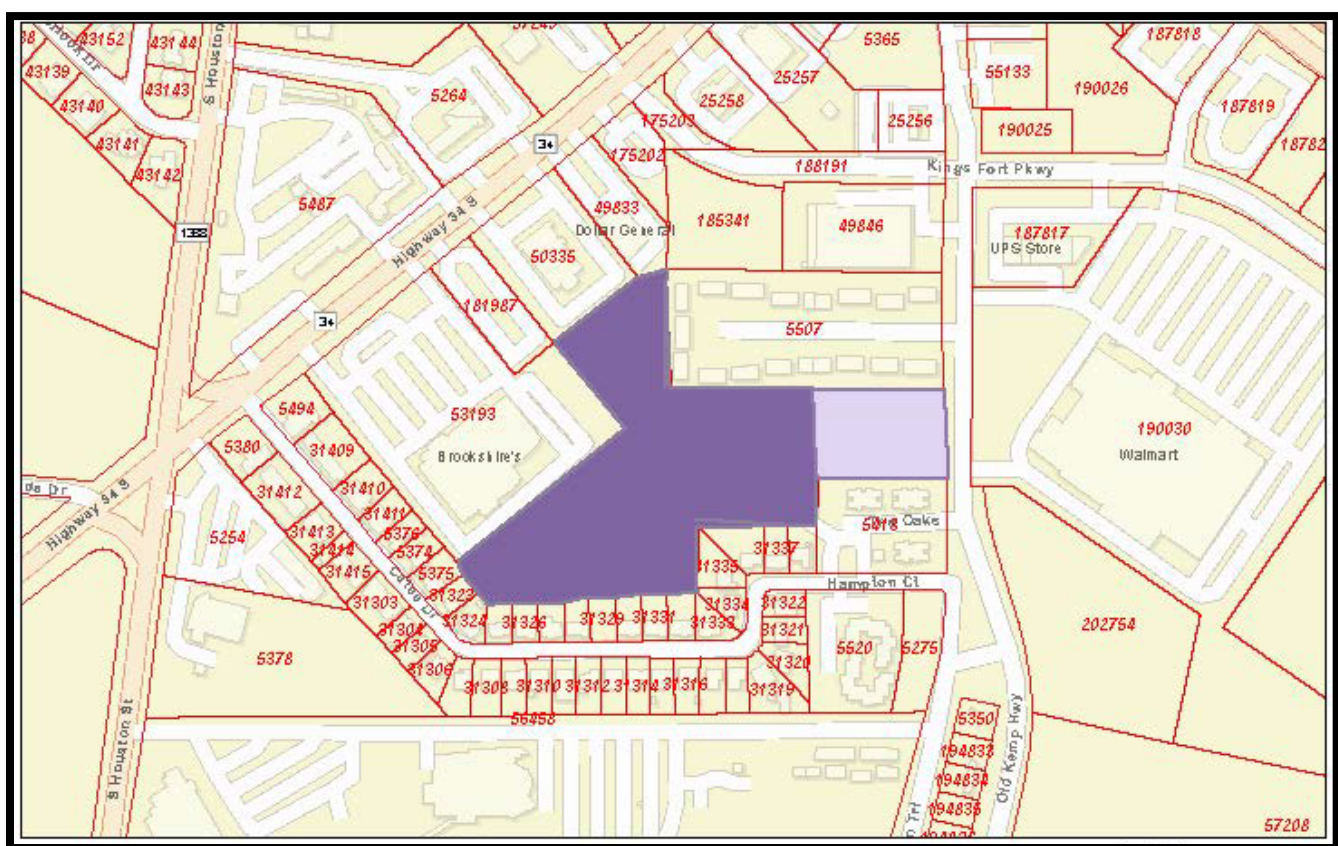
Staff recommends approval of the Preliminary Plat of Lot 1, Block 1, Juniper Pointe Addition (Case No. PP-03-21).

ATTACHMENTS:

1. Location Map
2. Preliminary Plat of Lot 1, Block 1, Juniper Pointe Addition.

Marcy Ratcliff
 Development Services Director
 972-932-2216 ext. 117 Kaufmanplanning@kaufmantx.org

Location Map



G:\Development Services\1 Planning & Zoning\I&Z Reports\2021\PP-03-21 Juniper Pointe Add 2600 Tabor Pkwy 08-03-21\PP-03-21 PZR Juniper Point 2600 Tabor Pkwy.docx Page 3 of 3



Meeting
Date: 8/23/2021

Date: 8/8/2021

Item #: 6.

Dept.: Development
Services

PZ Item

SUBJECT:

Conduct a public hearing, consider and take appropriate action on Ordinance O-37-21, an Ordinance of the City Council of the City of Kaufman, Texas, to amend the Future Land Use Map of the City to reflect a change from Future Commercial and Future Neighborhood Service to Future Single Family (High Density) on approximately 26 acres of land (PIDs 184130, 16871), generally located in the 1500 Block of East Highway 175 in the Levi York Survey, Abstract No. 609, Kaufman County, Kaufman, TX. (Case No. Z-14-21) (Owner/Applicant Kaufman One WW, LLC)

BACKGROUND:

See the attached August 3, 2021 Planning and Zoning Commission Report and Ordinance O-37-21.

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

Funds Available: N/A

Source: N/A

Recommendation: The Planning and Zoning Commission on August 3, 2021 recommended approval to amend the Future Land Use Plan Map on approximately 26 acres (PIDs 184130, 16871) from Future Commercial and Future Neighborhood Services to Future Single Family (High Density) by a vote of 5-2.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☒	☒	☒	☐	☐



Meeting Date: August 3, 2021

Consent: No

Discussion/Action: Yes

SUBJECT: Hold a public hearing and make a recommendation to City Council on a request by Bill Wait of Kaufman One WW LLC on approximately 26 acres (PIDs 184130, 16871) to amend the FutureLand Use map from Future Commercial and Future Neighborhood Service to a Future Single Family (High Density) and rezone from Highway Commercial (HC) and Single-family Residential-20 (SF-20) to Planned Development (PD) for a maximum of 127 single-family residential lots. The property is generally located in the 1500 Block of East Highway 175 in the Levi York Survey, Abstract No. 609, Kaufman County, Kaufman, TX. (Case No. Z-14-21)

BACKGROUND/SUMMARY:

Bill Wait of Kaufman One WW, LLC, has submitted a request for approximately 26 acres generally located east of Priscilla Lane and in the 1500 Block of East Highway 175.

1. Amend the FutureLand Use map from Future Commercial and Future Neighborhood Service to a Future Single Family (High Density) land use category so that his request for a Planned Development of 127 single-family lots can be approved. His overall proposed density is 4.88 units per acre
2. Rezone approximately 26-acres (PIDs 184130 and 16871), which is currently owned by the Landmark Church of Christ from Highway Commercial (HC) and Single-Family Residential-20 (SF-20) to Planned Development for single family development of a maximum of 127 lots with lot sizes from minimums of 5,500 SF to 8,400 SF.

If the 2014 Future Land Use Plan is amended to Future Single Family (High Density), then the zone change request for a Planned Development (PD) District for the development of 127 single family residential lots with a density of 4.88 units per acre will comply. If the proposed Future Land Use Plan amendment is approved, then Staff recommends the Commission review the surrounding future land uses to consider making further changes at a future date.

The proposed concept plan shows three tiers (Type A thru Type C) of minimum lots sizes. The larger lot sizes (Type C) will be located along the northwest property line adjacent to the lots located on Priscilla Lane (Freeman Estates) and will graduate to smaller sizes on the southeast side of the property. The planned development's base zoning district will be the Single Family Residential – 6 District (SF-6). The subdivision is proposed to be developed in a single phase. The houses would all be front entry, have 8/12 roof pitch, full gutters around the house, a

community mail box, provide a home owner's association to maintain the common areas and entry features

Below is a general summary of the proposed planned development. Attached are more details for the proposed planned development

Proposed Planned Development – Single Family (PD)				
Lot Size (Minimum)	Type 'A' Lots	Type 'B' Lots	Type 'C' Lots	SF-6 Base Zoning
Minimum Lot Area (sq. ft.)	5,500	6,500	8,400	6,000
Minimum Lot Width (feet)***	50'	60'	60'	60'
Minimum Lot Depth (feet)	100'	100*	100'	100'
Dwelling Regulations (Minimum Square Footage)	1,600 s.f.	1,600 s.f.	2,000 s.f.	1,200 s.f.

There is a future 80-foot-wide, 4 lane collector street shown at the northern side of the property. The applicant is proposing not to construct half of the thoroughfare, but to build temporary hammerhead turnaround as shown on the concept plan. The applicant's reasons for not constructing his half of the thoroughfare is because it would become the only developed portion. The street impact fees would help to pay for the future construct of the thoroughfare plan.

A traffic impact analysis (TIA) is not required with a zone change request. If the zoning change is approved a TIA is required during the platting process. The TIA will determine if acceleration and decelerations lanes will be required. The street entry from Highway 175 is proposed to align with the highway crossing. We have instructed the applicant to begin discussions with TxDOT about the alignment.

SURROUNDING ZONING AND EXISTING LAND USES:

	Zoning	Existing Land Use
Left:	SF-29	Freeman Park Estate Residential Homes
Right:	SF-20	Vacant Land & Residential Homes
Top:	Unzoned	Outside City Limits - Kaufman County
Bottom:	HC	Residential Homes & Highway 175

Zoning Map



COMPREHENSIVE PLAN:

Land Use Plan:

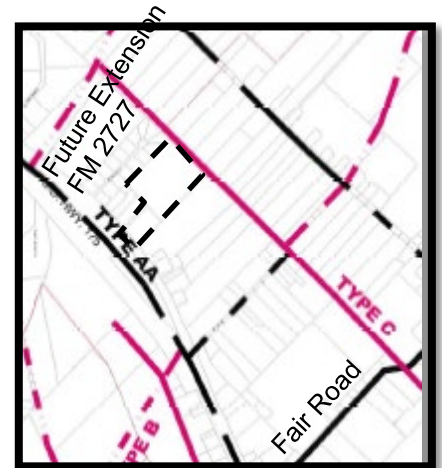
The 2014 Future Land Use Plan designated the land use of the subject property as a Future Commercial (red color) and Future Neighborhood Services (hatched red color). The proposed planned development zone change does not comply with the 2014 Future Land Use Plan designations. The proposed amendment for Future Single Family (high density) incorporates three different single family sized lots from minimums of 5,500 SF to 8,400 SF. Remember future land use areas are generally located on a map and are not like zoning districts. If this amendment is approved the Planning Commission should look at the surrounding area and consider other residential land use changes. Future land use plan maps are typically for planning at least 20 years out into the future.



Thoroughfare Plan:

The Thoroughfare Plan designates Highway 175 as a “Type AA”, Major Regional Arterial, requiring a future right-of-way width of 240 feet. The existing right-of-ways are developed and maintained by the State of Texas. TxDOT controls all accesses Highway 175. The applicant will be required to have a driveway permit approved by TxDOT.

The Thoroughfare Plan designates an undeveloped future “Type C”, Major Collector, requiring a future right of way of 80 feet for the development of a 4 lane undivided street along the northern border of the property. The future collector street will extend from Fair Road to the future southern extension of FM 2727.



PROPERTY OWNER RESPONSES:

The City of Kaufman mailed out notification letters to 26 property owners within 300' of the 26-acre tract (PID 184130 and 16871). The results are as follows:

- Property owners returned letters in opposition of the request: 0.
- Property owners returned the letter in agreement of the request: 2.
- Property owners who have not responded: 24.

If 20% of the area within 200 feet of the request objects the application, then a favorable vote of $\frac{3}{4}$ of all members of the City Council (which is 6 members) shall be required to approve any change in zoning. The 20% rule is a State law.

Staff recommends approval of the request to amend the FutureLand Use map from Future Commercial and Future Neighborhood Service to a Future Single Family (High Density) for approximately 25.411 acres (PID 184130 and 16871) located in the 1500 Block of East Highway 175.

ATTACHMENTS:

- Marcy Ratcliff
 Development Services
 972-932-2216 ext. 117
Kaufmanplanning@kaufmantx.org

EXHIBIT "B"
CONDITIONS FOR PLANNED DEVELOPMENT - 21
ZONING CASE No. Z-14-21

THIS DEVELOPMENT 25.411 ACRES PD- SINGLE FAMILY (PD) PARCEL

- I. **PURPOSE:** Oakdale Estates will be developed into a quality subdivision providing a variety of lot sizes servicing the community. It will feature an open space area with a divided entrance with enhanced landscaping.
- II. **USES PERMITTED:** The lots will be developed under the base SF 6 zoning classification with the listed general conditions and developed for single family homes.
- III. **GENERAL CONDITIONS:**

- A. This planned Development District shall not affect any regulations within Chapter 118 "Zoning" of the Code of Ordinances except as specifically provided herein. All regulations not specifically defined in this PD will be subject to the City of Kaufman Chapter 118 "Zoning" of the Code of Ordinances as amended.

Planned Development – Single Family (PD)				
				Zoning Ordinance
Lot Size (<i>Minimum</i>)	Type 'A' Lots SF-6 Base Zoning	Type 'B' Lots SF-6 Base Zoning	Type 'C' Lots SF-6 Base Zoning	SF-6 Base Zoning
Minimum Lot Area (sq. ft.)	5,500	6,500	8,400	6,000
Minimum Lot Width (feet)	50'	60'	60'	60'
Minimum Lot Depth (feet)	100'	100'	100'	100'
Dwelling Regulations (Minimum Square Footage that is air conditioned)	1,600 s.f.	1,600 s.f.	2000 s.f.	1,200 s.f.
Yard Requirements – Main Structures				
Front Yard Minimum (feet)	20'	20'	20'	25'
Side Yard Minimum (feet)	5'	5'	5'	6'
Corner Lots Side Yard Minimum (feet)	10'	10'	10'	15'
Rear Yard Minimum (feet)	15'	15'	15'	25'
Maximum Impervious Area	50%	50%	50%	45%
Accessory Structures	Accessory dwellings are not allowed			
Accessory Structure Maximum (square feet)	240 sf	240 sf	240sf	240 sf
Side Yard Set Back Minimum (feet)	3'	3'	3'	3'
Rear Yard Set Back Minimum (feet)	3'	3'	3'	3'
House Set Back Minimum (feet)	5'	5'	5'	10'
Height of Structures				
Main Structure (feet)	35'	35'	35'	30'
Accessory Structure (feet)	15'	15'	15'	1 story

Landscaping	Only trees and shrubs approved in Section 36 Landscape Requirements of Chapter 118 'Zoning' of the Code of Ord table 36.2	
Minimum one 3 inch Caliper Tree – Measured at 12 inches above grade	1 Large Tree in Front Yard	
Shrub – 2 feet high at time of planting	12 shrubs with mulch or equivalent in beds to be located in the front yard	
Sod	Front and Side Yards	

*Cul-de-sac and Elbow lots may have a minimum depth of 100 feet.

**Cul-de-sac and Elbow lots may have a minimum rear yard setback of 10 feet.

IV. SPECIAL CONDITIONS:

- A. Maximum number of residential lots not to exceed 127 lots.
- B. All homes will be front entry
- C. 50' Street right-of-ways with 26 paving section and temporary Hammerheads turnarounds as shown on the Land Study. Total length of the Hammerheads to be 120 feet as shown with a 28 ft radius.
- D. Street A , the entrance road, shall be a boulevard section for first 100 feet and then taper to a 32 foot section until the intersection of street B then 26 feet the remaining length.
- E. 8/12 Roof pitch
- F. Two car garages with a minimum 16-foot width driveway.
- G. Two Coach lights on front of house
- H. Full gutters around the house.
- I. Community Mail Box will be located per the US Postal Service
- J. Accessory structures are to be located in the back yard only.
- K. Accessory structures located in the front yard or side yard is prohibited.
- L. Accessory dwellings are prohibited.
- M. Carports are prohibited.
- N. Enclosing a garage is prohibited.

V. Maintenance of the Common Areas

- A. Maintenance of the common areas will be the responsibility of the homeowners' association (HOA).
- B. Developer will be the contact entity with the City for all concerns regarding maintenance of Community Open Space until 100% of HOA control is turned over to the homeowners.
- C. HOA maintenance and responsibilities of amenities include:
 - 1. Clean up and litter removal.
 - 2. Landscaping installation, care, and maintenance.
 - 3. Trimming, clearing, and removal of unwanted vegetation.
 - 4. Maintain irrigation system, pay for the water used in the system.
 - 5. Maintain entry feature and any other installed improvements, per Zoning Exhibit.
 - 6. Pay for the electricity used for the lighting for the entry feature and Retention Pond pump and lights.
 - 7. Maintain **Community** Open Space and equipment, All Ponds, and sidewalks in the common areas.
 - 8. Maintain the Community Mail Box and surround area
- D. It is the Developers' responsibility to install irrigation systems, entry features, and any other improvements included in this Planned Development.

VI. DESIGN CONDITIONS:

A. Land Design Standards – New Residential Requirements

Desired Land Design requirements are achieved by projects in accordance with Zoning Exhibit and the following criteria: The project will be developed in one phase.

B. Street and Sidewalk Standards – New Residential Requirement

Desired street and sidewalk requirements are achieved in accordance with the following criteria:

1. **Street Treatments – Entry Features and Signage at Entries** – There will be one entrance feature located in the median with landscaping and trees. It will be irrigated. A homebuilder sign will be allowed to be constructed on a vacant lot near the entrance.

Stone capped monument sign with landscaping and incorporated into open space area and illuminated by means other than street lights will be installed at the time of development.



2. **Street Treatments – Street Name Signs**

Block numbers shall be incorporated with street lighting that is coordinated throughout the subdivision.

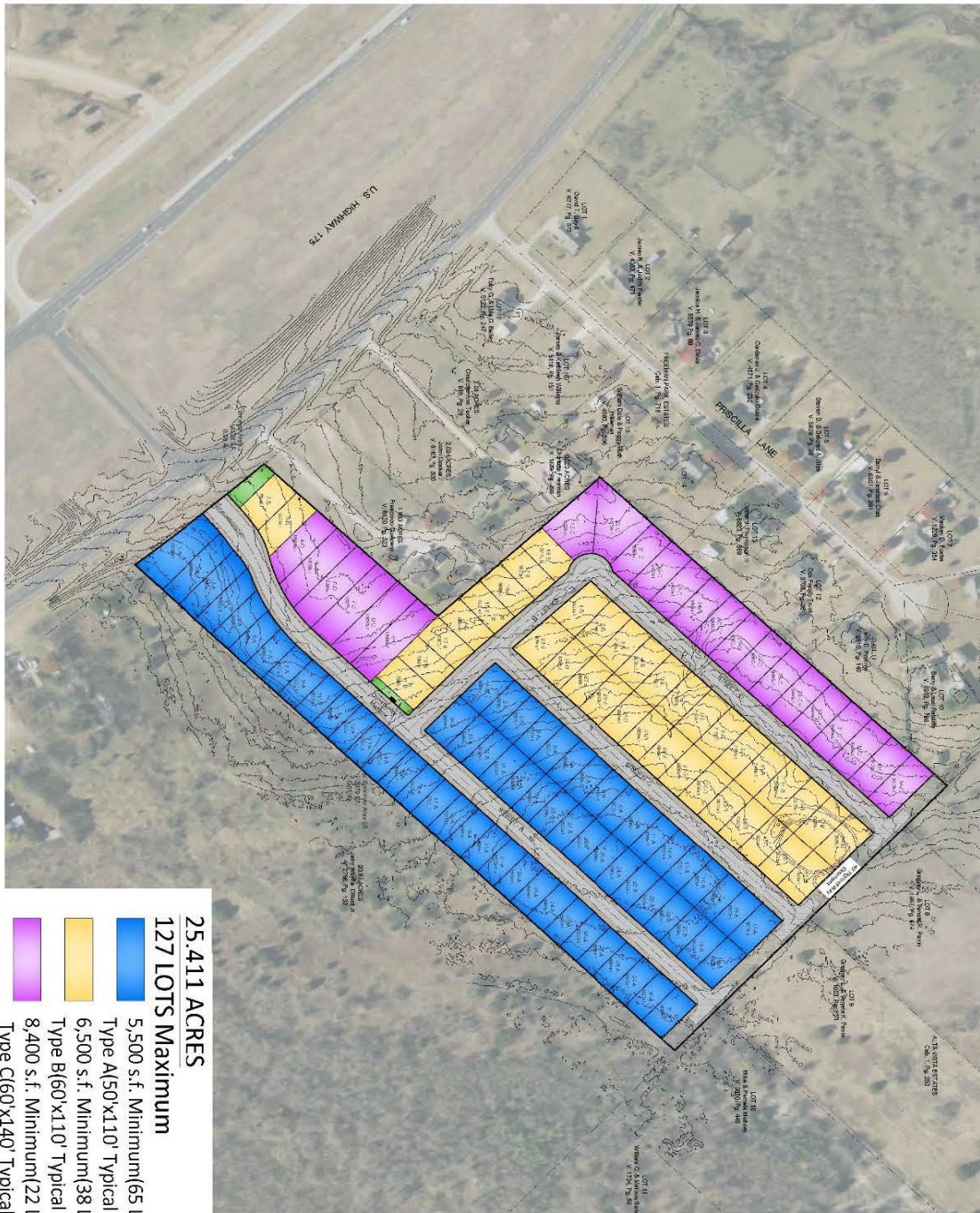
3. **Pedestrian Sidewalks - Sidewalk Locations**

1. Home builder to install 4 feet wide concrete pedestrian sidewalks which shall be located on both sides of the street, in the right-of-way of every internal street.
2. Developer in the common areas to install 4 feet wide concrete pedestrian sidewalks at the time of development.

4. **Community Open Space** – Open space land and playground equipment to be installed by the developer at the time of land development. If park is developed by the developer.

5. **Other Regulations**

1. All garage door panels shall contain decorative features such as window inserts and accent hardware.
2. Same house elevation may not be repeated within a six lots on the same street.



- 25.411 ACRES**
127 LOTS Maximum
- 5,500 s.f. Minimum(65 Lot)
Type A(50'x110' Typical Lot)
 - 6,500 s.f. Minimum(38 Lot)
Type B(60'x110' Typical Lot)
 - 8,400 s.f. Minimum(22 Lots)
Type C(60'x140' Typical Lot)
 - 0.65 Acres Common Area/Park

EXHIBIT "C"

LANDSTUDY
OAKDALE ESTATES
CITY OF KAUFMAN, TEXAS


 JULY 29, 2021
 SHEET NO. 1 OF 1
 PROJECT #00557



DETACH ON DOTTED LINE

Date: 7-29-21

Name: Joe Priest

Address: 201 E. Geneva

City & State: Crandall 75114

Phone #: 972-287-4548

COMMENTS:

RE: Conduct a public hearing and make a recommendation to City Council on a request by Bill Wait of Kaufman One WW LLC to rezone approximately 26 acres from Highway Commercial (HC) and Single-Family Residential-20 (SF-20) to Planned Development (PD) for a maximum of 125 single-family residential lots. The property is generally located in the 1500 Block of East Highway 175 (PIDs # 184130, 16871) in the Levi York Survey, Abstract No. 609, Kaufman County, Kaufman, TX. (Case #Z-14-21)



I AM IN FAVOR



I OBJECT

Email Address: _____

Joe Priest For Landmark
NAME PRINTED

Church of Christ
Joe Priest
SIGNATURE

DETACH ON DOTTED LINE

Date: July 23, 2021

Name: LINDA & Mark

Address: 1621 E. Hwy 175

City & State: Abern, TX. 75142

Phone #: 972-432-3873

COMMENTS:

RE: Conduct a public hearing and make a recommendation to City Council on a request by Bill Wait of Kaufman One WW LLC to rezone approximately 26 acres from Highway Commercial (HC) and Single-Family Residential-20 (SF-20) to Planned Development (PD) for a maximum of 125 single-family residential lots. The property is generally located in the 1500 Block of East Highway 175 (PIDs # 184130, 16871) in the Levi York Survey, Abstract No. 609, Kaufman County, Kaufman, TX. (Case #Z-14-21)



I AM IN FAVOR



I OBJECT

Email Address: _____

LINDA BANTON
NAME PRINTED

Linda Banton
SIGNATURE

ORDINANCE O-37-21

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS, AMENDING THE FUTURE LAND USE PLAN MAP, A PLANNING ELEMENT OF THE CITY'S COMPREHENSIVE PLAN ADOPTED BY ORDINANCE O-09-09, UPDATED BY ORDINANCE O-08-14, AMENDED BY ORDINANCES O-20-17, O-24-18, O-34-19, AND O-32-20 FROM FUTURE COMMERCIAL AND FUTURE NEIGHBORHOOD SERVICE TO FUTURE SINGLE FAMILY HIGH DENSITY FOR AN APPROXIMATE 26-ACRE TRACT OF LAND (PIDs 184130 AND 16871), GENERALLY LOCATED IN THE 1500 BLOCK OF EAST HIGHWAY 175, BEING A TRACT OF LAND, PART OF THE LEVI YORK SURVEY, ABSTRACT 609, CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING ORDINANCES AMENDED; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a zoning change (Z-14-21) from Single Family Residential-20 ("SF-20") and Highway Commercial ("HC") to Planned Development 21 was requested by the property owner of an approximate 26-acre tract of land (PIDs 184130, and 16871), generally located in the 1500 Block of East Highway 175, such tract being a part of the Levi York Survey, Abstract 609, City of Kaufman, Kaufman County, Texas and more specifically described and depicted on Exhibit "A", a copy of which is attached hereto and incorporated herein as Exhibit "A" (the "Property"), and

WHEREAS, the requested zone change is not consistent with the adopted 2014 Future Land Use Plan for the City, which shows the Property to be designated for Future Commercial and Future Neighborhood Service development; and

WHEREAS, the owner of the Property is requesting that the Future Land Use Plan be amended to change the Future Commercial and Future Neighborhood Service to Future Single Family High Density designation in order to allow the zoning and development of the Property for those uses allowed in the Planned Development 21 ("PD-21") Zoning District of the City of Kaufman; and

WHEREAS, the Planning and Zoning Commission conducted a public hearing on the 3rd day of August, 2021 where interested parties were given the opportunity to provide comment and testimony, studied and reviewed the Future Land Use Map in conjunction with this request, reviewed and considered the compatibility of the requested change with the existing uses and designated uses as set forth in the Future Land Use Map for the Property, surrounding areas, and for the entire City; and

WHEREAS, after all persons were given an opportunity to present testimony, and the Commission completed its review, the Commission determined that the requested change is consistent with the goals of the Comprehensive Plan for orderly development of property within the City and did approve the request and make a recommendation to amend the Future Land Use Plan Map as to change the designation

from Future Commercial and Future Neighborhood Service to Future Single Family High Density; and

WHEREAS, the City Council held a public hearing on the 23rd day of August, 2021, where interested parties were given the opportunity to provide comment and testimony, the City Council considered the recommendation of the Planning and Zoning Commission, and did study and review the request; and

WHEREAS, the City Council, after determining all legal requirements of notice and hearings have been met and considering the request and has further determined the requested amendment to the Future Land Use Plan to change the designation from Future Commercial and Future Neighborhood Service to Future Single Family High Density is consistent with the goals of land development as set forth in the Comprehensive Plan of the City, would allow orderly development of the Property which would serve the best interest of the health, safety, and general welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. It is hereby determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. AMENDMENT. That the City's Future Land Use Plan Map is hereby amended and shall be annotated to reflect the change in future land uses from Future Commercial and Future Neighborhood Service to Future Single Family High Density on an approximate 26-acre tract (PIDs 184130 and 16871) of land generally located in the 1500 Block of East Highway 175, such tract being a part of the Levi York Survey, Abstract 609, City of Kaufman, Kaufman County, Texas described in the attached **Exhibit "A"** and a copy of the amended Future Land Use Plan Map shall be on file with the office of the City Secretary.

SECTION 3. ORDINANCES AMENDED. That the amended Future Land Use Plan Map, a planning element of the Comprehensive Plan is intended to amend the Future Land Use Plan Map adopted by Ordinance No. O-09-09, updated by Ordinance No. O-08-14 and amended by Ordinance Nos. O-20-17, O-24-18, O-34-19, and O-32-20 and is to be used for all matters related to long-range guidance relative to zoning decisions, land subdivision, thoroughfare construction and growth management.

SECTION 4. CUMULATIVE REPEALER. This Ordinance shall be cumulative of all other Ordinances of the City of Kaufman and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance is saved and shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and publication as required by law and Charter.

PASSED AND APPROVED this 23rd day of August, 2021.

**JEFF JORDAN
MAYOR**

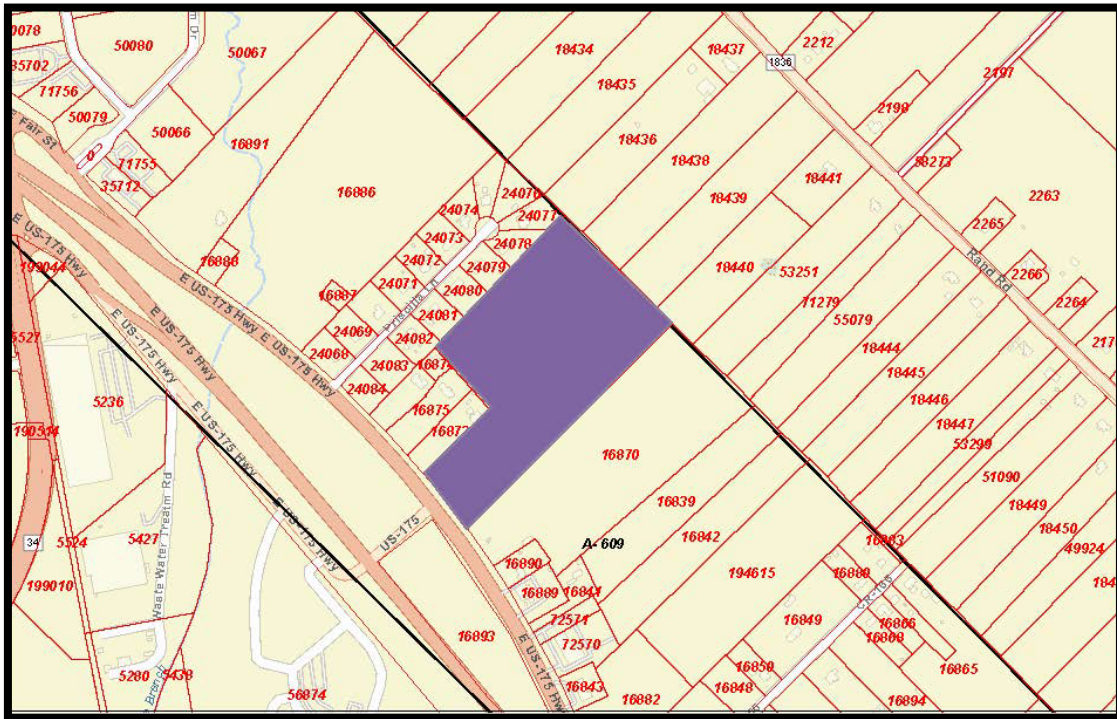
ATTEST:

**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**

**PIDs 184130, and 16871
(1500 Block of East Highway 175)**





Meeting
Date: 8/23/2021

Date: 8/8/2021

Item #: 7.

Dept.: Development
Services

PZ Item

SUBJECT:

Conduct a public hearing, consider and take appropriate action on Ordinance O-38-21, an Ordinance of the City Council of the City of Kaufman, Texas, to rezone approximately 26 acres (PIDs 184130, 16871) of land, from Highway Commercial (HC) and Single-Family Residential-20 (SF-20) to Planned Development (PD-21) for a maximum of 127 single-family residential lots. The property is generally located in the 1500 Block of East Highway 175 in the Levi York Survey, Abstract No. 609, Kaufman County, Kaufman, TX. (Case No. Z-14-21) (Owner/Applicant Kaufman One WW, LLC)

BACKGROUND:

See the attached August 3, 2021 Planning and Zoning Commission Report.

Three letters were received from adjacent property owners. One letter was received in favor of the request (property located within the City Limits). Two letters were received in opposition of the request (properties located outside the City Limits).

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

Funds Available: N/A

Source: N/A

Recommendation: The Planning and Zoning Commission on August 3, 2021 recommended approval of Z-14-21 to rezone approximately 26 acres (PIDs 184130, 16871) from Highway Commercial (HC) and Single-Family Residential-20 (SF-20) to Planned Development (PD) for a maximum of 127 single-family residential lots. The property is generally located in the 1500 Block of East Highway 175 in the Levi York Survey, Abstract No. 609, Kaufman County, Kaufman, TX. by a vote of 4-3.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☒	☒	☒	☒	☐



Meeting Date: August 3, 2021

Consent: No

Discussion/Action: Yes

SUBJECT: Hold a public hearing and make a recommendation to City Council on a request by Bill Wait of Kaufman One WW LLC on approximately 26 acres (PIDs 184130, 16871) to amend the FutureLand Use map from Future Commercial and Future Neighborhood Service to a Future Single Family (High Density) and rezone from Highway Commercial (HC) and Single-family Residential-20 (SF-20) to Planned Development (PD) for a maximum of 127 single-family residential lots. The property is generally located in the 1500 Block of East Highway 175 in the Levi York Survey, Abstract No. 609, Kaufman County, Kaufman, TX. (Case No. Z-14-21)

BACKGROUND/SUMMARY:

Bill Wait of Kaufman One WW, LLC, has submitted a request for approximately 26 acres generally located east of Priscilla Lane and in the 1500 Block of East Highway 175.

1. Amend the FutureLand Use map from Future Commercial and Future Neighborhood Service to a Future Single Family (High Density) land use category so that his request for a Planned Development of 127 single-family lots can be approved. His overall proposed density is 4.88 units per acre
2. Rezone approximately 26-acres (PIDs 184130 and 16871), which is currently owned by the Landmark Church of Christ from Highway Commercial (HC) and Single-Family Residential-20 (SF-20) to Planned Development for single family development of a maximum of 127 lots with lot sizes from minimums of 5,500 SF to 8,400 SF.

If the 2014 Future Land Use Plan is amended to Future Single Family (High Density), then the zone change request for a Planned Development (PD) District for the development of 127 single family residential lots with a density of 4.88 units per acre will comply. If the proposed Future Land Use Plan amendment is approved, then Staff recommends the Commission review the surrounding future land uses to consider making further changes at a future date.

The proposed concept plan shows three tiers (Type A thru Type C) of minimum lots sizes. The larger lot sizes (Type C) will be located along the northwest property line adjacent to the lots located on Priscilla Lane (Freeman Estates) and will graduate to smaller sizes on the southeast side of the property. The planned development's base zoning district will be the Single Family Residential – 6 District (SF-6). The subdivision is proposed to be developed in a single phase. The houses would all be front entry, have 8/12 roof pitch, full gutters around the house, a

community mail box, provide a home owner's association to maintain the common areas and entry features

Below is a general summary of the proposed planned development. Attached are more details for the proposed planned development

Proposed Planned Development – Single Family (PD)				
Lot Size (Minimum)	Type 'A' Lots	Type 'B' Lots	Type 'C' Lots	SF-6 Base Zoning
Minimum Lot Area (sq. ft.)	5,500	6,500	8,400	6,000
Minimum Lot Width (feet)***	50'	60'	60'	60'
Minimum Lot Depth (feet)	100'	100*	100'	100'
Dwelling Regulations (Minimum Square Footage)	1,600 s.f.	1,600 s.f.	2,000 s.f.	1,200 s.f.

There is a future 80-foot-wide, 4 lane collector street shown at the northern side of the property. The applicant is proposing not to construct half of the thoroughfare, but to build temporary hammerhead turnaround as shown on the concept plan. The applicant's reasons for not constructing his half of the thoroughfare is because it would become the only developed portion. The street impact fees would help to pay for the future construct of the thoroughfare plan.

A traffic impact analysis (TIA) is not required with a zone change request. If the zoning change is approved a TIA is required during the platting process. The TIA will determine if acceleration and decelerations lanes will be required. The street entry from Highway 175 is proposed to align with the highway crossing. We have instructed the applicant to begin discussions with TxDOT about the alignment.

SURROUNDING ZONING AND EXISTING LAND USES:

	Zoning	Existing Land Use
Left:	SF-29	Freeman Park Estate Residential Homes
Right:	SF-20	Vacant Land & Residential Homes
Top:	Unzoned	Outside City Limits - Kaufman County
Bottom:	HC	Residential Homes & Highway 175

Zoning Map



COMPREHENSIVE PLAN:

Land Use Plan:

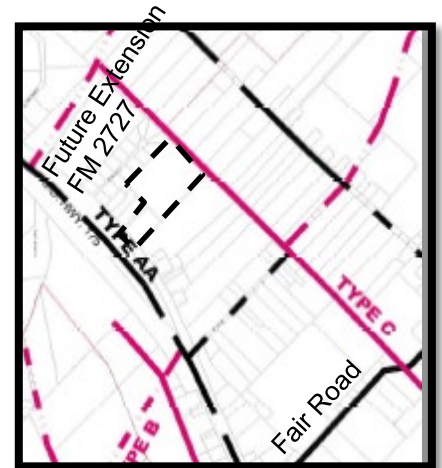
The 2014 Future Land Use Plan designated the land use of the subject property as a Future Commercial (red color) and Future Neighborhood Services (hatched red color). The proposed planned development zone change does not comply with the 2014 Future Land Use Plan designations. The proposed amendment for Future Single Family (high density) incorporates three different single family sized lots from minimums of 5,500 SF to 8,400 SF. Remember future land use areas are generally located on a map and are not like zoning districts. If this amendment is approved the Planning Commission should look at the surrounding area and consider other residential land use changes. Future land use plan maps are typically for planning at least 20 years out into the future.



Thoroughfare Plan:

The Thoroughfare Plan designates Highway 175 as a “Type AA”, Major Regional Arterial, requiring a future right-of-way width of 240 feet. The existing right-of-ways are developed and maintained by the State of Texas. TxDOT controls all accesses Highway 175. The applicant will be required to have a driveway permit approved by TxDOT.

The Thoroughfare Plan designates an undeveloped future “Type C”, Major Collector, requiring a future right of way of 80 feet for the development of a 4 lane undivided street along the northern border of the property. The future collector street will extend from Fair Road to the future southern extension of FM 2727.



PROPERTY OWNER RESPONSES:

The City of Kaufman mailed out notification letters to 26 property owners within 300' of the 26-acre tract (PID 184130 and 16871). The results are as follows:

- Property owners returned letters in opposition of the request: 0.
- Property owners returned the letter in agreement of the request: 2.
- Property owners who have not responded: 24.

If 20% of the area within 200 feet of the request objects the application, then a favorable vote of $\frac{3}{4}$ of all members of the City Council (which is 6 members) shall be required to approve any change in zoning. The 20% rule is a State law.

RECOMMENDATIONS: (Separate motions are required for each request)

Staff recommends approval of the request to amend the FutureLand Use map from Future Commercial and Future Neighborhood Service to a Future Single Family (High Density) for approximately 25.411 acres (PID 184130 and 16871) located in the 1500 Block of East Highway 175.

Staff recommends approval of Z-14-21 to rezone property from Highway Commercial (HC) and Single-Family Residential-20 (SF-20) to a new planned development district (PD-21) for approximately 25.411 acres (PID 184130 and 16871) located in the 1500 Block of East Highway 175.

ATTACHMENTS:

1. Location Map
2. New Planned Development Language
3. Concept Plan/Land Study
4. Property Owner Responses

Marcy Ratcliff
 Development Services
 972-932-2216 ext. 117
Kaufmanplanning@kaufmantx.org

Location Map

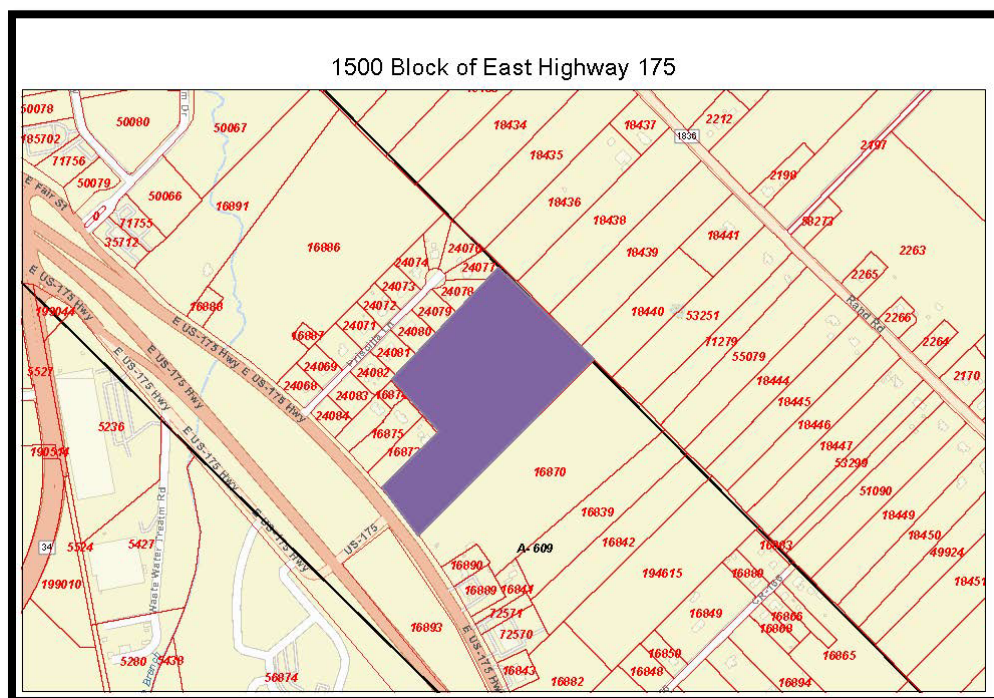


EXHIBIT "B"
CONDITIONS FOR PLANNED DEVELOPMENT - 21
ZONING CASE No. Z-14-21

THIS DEVELOPMENT 25.411 ACRES PD- SINGLE FAMILY (PD) PARCEL

- I. **PURPOSE:** Oakdale Estates will be developed into a quality subdivision providing a variety of lot sizes servicing the community. It will feature an open space area with a divided entrance with enhanced landscaping.
- II. **USES PERMITTED:** The lots will be developed under the base SF 6 zoning classification with the listed general conditions and developed for single family homes.
- III. **GENERAL CONDITIONS:**

- A. This planned Development District shall not affect any regulations within Chapter 118 "Zoning" of the Code of Ordinances except as specifically provided herein. All regulations not specifically defined in this PD will be subject to the City of Kaufman Chapter 118 "Zoning" of the Code of Ordinances as amended.

Planned Development – Single Family (PD)				
				Zoning Ordinance
Lot Size (Minimum)	Type 'A' Lots SF-6 Base Zoning	Type 'B' Lots SF-6 Base Zoning	Type 'C' Lots SF-6 Base Zoning	SF-6 Base Zoning
Minimum Lot Area (sq. ft.)	5,500	6,500	8,400	6,000
Minimum Lot Width (feet)	50'	60'	60'	60'
Minimum Lot Depth (feet)	100'	100'	100'	100'
Dwelling Regulations (Minimum Square Footage that is air conditioned)	1,600 s.f.	1,600 s.f.	2000 s.f.	1,200 s.f.
Yard Requirements – Main Structures				
Front Yard Minimum (feet)	20'	20'	20'	25'
Side Yard Minimum (feet)	5'	5'	5'	6'
Corner Lots Side Yard Minimum (feet)	10'	10'	10'	15'
Rear Yard Minimum (feet)	15'	15'	15'	25'
Maximum Impervious Area	50%	50%	50%	45%
Accessory Structures	Accessory dwellings are not allowed			
Accessory Structure Maximum (square feet)	240 sf	240 sf	240sf	240 sf
Side Yard Set Back Minimum (feet)	3'	3'	3'	3'
Rear Yard Set Back Minimum (feet)	3'	3'	3'	3'
House Set Back Minimum (feet)	5'	5'	5'	10'
Height of Structures				
Main Structure (feet)	35'	35'	35'	30'
Accessory Structure (feet)	15'	15'	15'	1 story

Landscaping	Only trees and shrubs approved in Section 36 Landscape Requirements of Chapter 118 'Zoning' of the Code of Ord table 36.2	
Minimum one 3 inch Caliper Tree – Measured at 12 inches above grade	1 Large Tree in Front Yard	
Shrub – 2 feet high at time of planting	12 shrubs with mulch or equivalent in beds to be located in the front yard	
Sod	Front and Side Yards	

*Cul-de-sac and Elbow lots may have a minimum depth of 100 feet.

**Cul-de-sac and Elbow lots may have a minimum rear yard setback of 10 feet.

IV. SPECIAL CONDITIONS:

- A. Maximum number of residential lots not to exceed 127 lots.
- B. All homes will be front entry
- C. 50' Street right-of-ways with 26 paving section and temporary Hammerheads turnarounds as shown on the Land Study. Total length of the Hammerheads to be 120 feet as shown with a 28 ft radius.
- D. Street A , the entrance road, shall be a boulevard section for first 100 feet and then taper to a 32 foot section until the intersection of street B then 26 feet the remaining length.
- E. 8/12 Roof pitch
- F. Two car garages with a minimum 16-foot width driveway.
- G. Two Coach lights on front of house
- H. Full gutters around the house.
- I. Community Mail Box will be located per the US Postal Service
- J. Accessory structures are to be located in the back yard only.
- K. Accessory structures located in the front yard or side yard is prohibited.
- L. Accessory dwellings are prohibited.
- M. Carports are prohibited.
- N. Enclosing a garage is prohibited.

V. Maintenance of the Common Areas

- A. Maintenance of the common areas will be the responsibility of the homeowners' association (HOA).
- B. Developer will be the contact entity with the City for all concerns regarding maintenance of Community Open Space until 100% of HOA control is turned over to the homeowners.
- C. HOA maintenance and responsibilities of amenities include:
 - 1. Clean up and litter removal.
 - 2. Landscaping installation, care, and maintenance.
 - 3. Trimming, clearing, and removal of unwanted vegetation.
 - 4. Maintain irrigation system, pay for the water used in the system.
 - 5. Maintain entry feature and any other installed improvements, per Zoning Exhibit.
 - 6. Pay for the electricity used for the lighting for the entry feature and Retention Pond pump and lights.
 - 7. Maintain **Community** Open Space and equipment, All Ponds, and sidewalks in the common areas.
 - 8. Maintain the Community Mail Box and surround area
- D. It is the Developers' responsibility to install irrigation systems, entry features, and any other improvements included in this Planned Development.

VI. DESIGN CONDITIONS:

A. Land Design Standards – New Residential Requirements

Desired Land Design requirements are achieved by projects in accordance with Zoning Exhibit and the following criteria: The project will be developed in one phase.

B. Street and Sidewalk Standards – New Residential Requirement

Desired street and sidewalk requirements are achieved in accordance with the following criteria:

1. **Street Treatments – Entry Features and Signage at Entries** – There will be one entrance feature located in the median with landscaping and trees. It will be irrigated. A homebuilder sign will be allowed to be constructed on a vacant lot near the entrance.

Stone capped monument sign with landscaping and incorporated into open space area and illuminated by means other than street lights will be installed at the time of development.



2. **Street Treatments – Street Name Signs**

Block numbers shall be incorporated with street lighting that is coordinated throughout the subdivision.

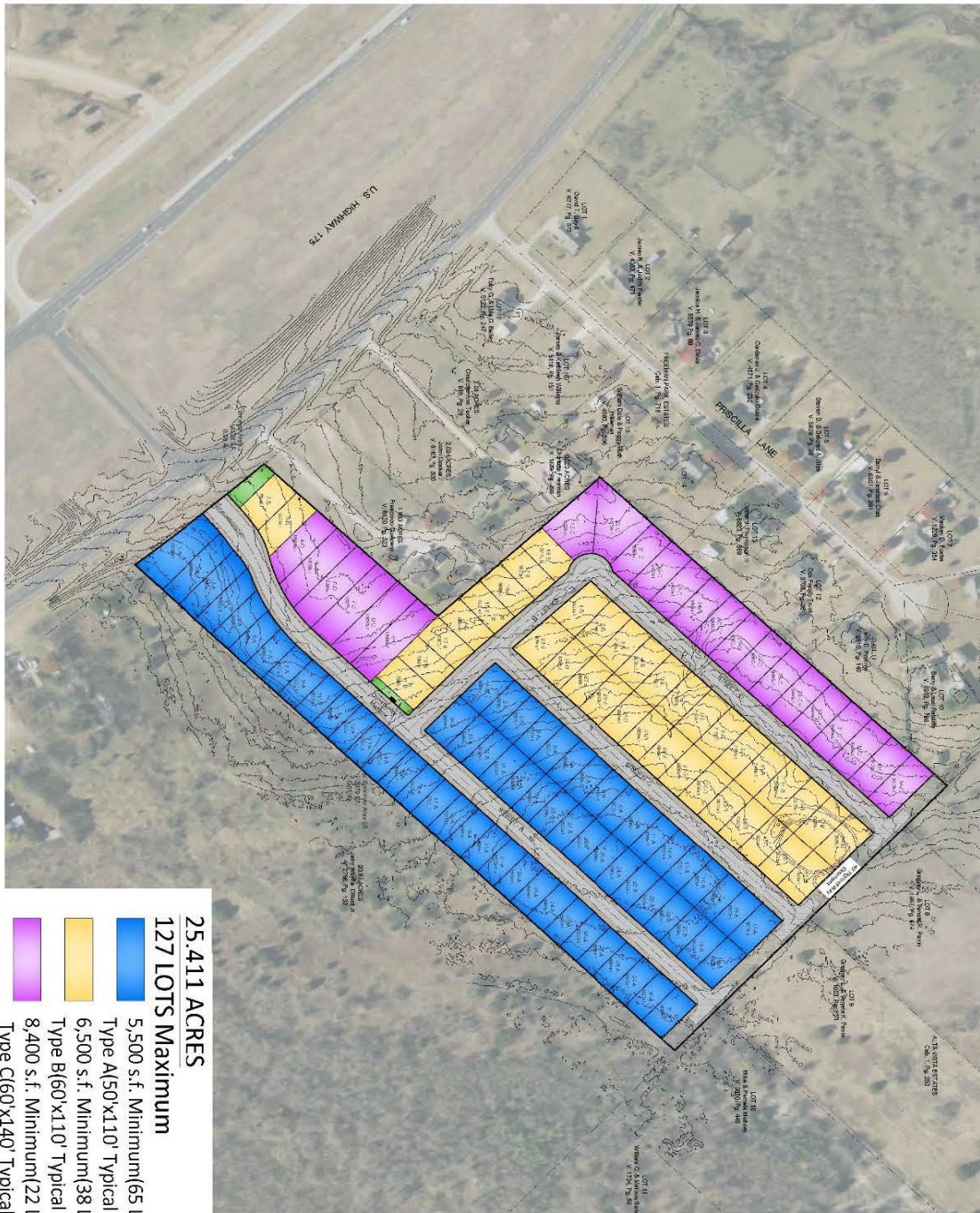
3. **Pedestrian Sidewalks - Sidewalk Locations**

1. Home builder to install 4 feet wide concrete pedestrian sidewalks which shall be located on both sides of the street, in the right-of-way of every internal street.
2. Developer in the common areas to install 4 feet wide concrete pedestrian sidewalks at the time of development.

4. **Community Open Space** – Open space land and playground equipment to be installed by the developer at the time of land development. If park is developed by the developer.

5. **Other Regulations**

1. All garage door panels shall contain decorative features such as window inserts and accent hardware.
2. Same house elevation may not be repeated within a six lots on the same street.

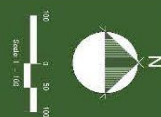


- 25.411 ACRES**
127 LOTS Maximum
- 5,500 s.f. Minimum(65 Lot)
Type A(50'x110' Typical Lot)
 - 6,500 s.f. Minimum(38 Lot)
Type B(60'x110' Typical Lot)
 - 8,400 s.f. Minimum(22 Lots)
Type C(60'x140' Typical Lot)
 - 0.65 Acres Common Area/Park

EXHIBIT "C"

LANDSTUDY
OAKDALE ESTATES
CITY OF KAUFMAN, TEXAS


 JULY 29, 2021
 SHEET NO. 1 OF 1
 PROJECT #00557



DETACH ON DOTTED LINE

Date: 7-29-21

Name: Joe Priest

Address: 201 E. Geneva

City & State: Crandall 75114

Phone #: 972-287-4548

COMMENTS:

RE: Conduct a public hearing and make a recommendation to City Council on a request by Bill Wait of Kaufman One WW LLC to rezone approximately 26 acres from Highway Commercial (HC) and Single-Family Residential-20 (SF-20) to Planned Development (PD) for a maximum of 125 single-family residential lots. The property is generally located in the 1500 Block of East Highway 175 (PIDs # 184130, 16871) in the Levi York Survey, Abstract No. 609, Kaufman County, Kaufman, TX. (Case #Z-14-21)



I AM IN FAVOR



I OBJECT

Email Address: _____

Joe Priest For Landmark
NAME PRINTED

Church of Christ
Joe Priest
SIGNATURE

DETACH ON DOTTED LINE

Date: July 23, 2021

Name: LINDA & Mark

Address: 1621 E. Hwy 175

City & State: Arlam, TX. 75142

Phone #: 972-432-3873

COMMENTS:

RE: Conduct a public hearing and make a recommendation to City Council on a request by Bill Wait of Kaufman One WW LLC to rezone approximately 26 acres from Highway Commercial (HC) and Single-Family Residential-20 (SF-20) to Planned Development (PD) for a maximum of 125 single-family residential lots. The property is generally located in the 1500 Block of East Highway 175 (PIDs # 184130, 16871) in the Levi York Survey, Abstract No. 609, Kaufman County, Kaufman, TX. (Case #Z-14-21)



I AM IN FAVOR



I OBJECT

Email Address: _____

LINDA BANTON
NAME PRINTED

Linda Barton
SIGNATURE

ORDINANCE O-38-21

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS, AMENDING ORDINANCE NO. O-02-07, AND CHAPTER 118 "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF KAUFMAN, COLLECTIVELY "THE COMPREHENSIVE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP" OF THE CITY IN ORDER TO CHANGE THE ZONING CLASSIFICATION ON AN APPROXIMATE 25.411-ACRE TRACT OF LAND (PIDs 184130, 16871) FROM HIGHWAY COMMERCIAL ("HC") AND SINGLE-FAMILY RESIDENTIAL-20 ("SF-20") TO PLANNED DEVELOPMENT-21 ("PD-21") ON PROPERTY GENERALLY LOCATED IN THE 1500 BLOCK OF EAST HIGHWAY 175, ON A TRACT OF LAND OUT OF THE LEVI YORK SURVEY, ABSTRACT 609, IN THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS AND ZONING MAP AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE, AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; AND PROVIDING PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 3rd day of August, 2021, the Planning and Zoning Commission did hold a public hearing and consider and make a recommendation for approval of a request to rezone an approximate 25.411-acre tract of land (PIDs 184130 and 16871) from Highway Commercial ("HC") and Single-Family Residential-20 ("SF-20") to Planned Development-21, a proposed single family development to be developed in a single phase. The property is generally located in the 1500 Block of East Highway 175, such tract being a part of the Levi York Survey, Abstract No. 609, City of Kaufman, Kaufman County, Texas and more specifically described and depicted on **Exhibit "A"**, a copy of which is attached hereto and incorporated herein as (the "Property"); and

WHEREAS, Planned Development-21 includes specific Standards, as depicted on **Exhibit "B"** and the Oakdale Estates Land Study as depicted on **Exhibit "C"**, each of which exhibits are attached hereto and incorporated herein, and reviewed as part of Case No. Z-14-21 by the Planning and Zoning Commission; and

WHEREAS, at its regular meeting held on the 23rd day of August, 2021, the City Council held a public hearing for the proposed request to rezone the Property from Highway Commercial ("HC") and Single-Family Residential-20 ("SF-20") to Planned Development-21; and

WHEREAS, after determining that all legal requirements of notice and hearings were met, considering the recommendations of the Planning and Zoning Commission,

providing the public an opportunity to provide input, considering public input, and considering the compatibility of the proposed Planned Development 21 ("PD-21") zoning with surrounding properties and the goals and objectives of the Comprehensive Zoning Ordinance and Zoning Map of the City, and the Future Land Use Plan, the City Council determined that the proposed amendment to the Zoning Ordinance and Zoning Map of the City set forth herein below is consistent with the goals of land development as set forth in the Comprehensive Plan and Future Land Use Plan of the City, and would allow orderly development of the Property which would serve the best interest of the health safety, and general welfare of the public; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AMENDMENT. That Ordinance No. 0-02-07 and Chapter 118, "Zoning", of the Code of Ordinances of the City of Kaufman, Texas, collectively, "The Comprehensive Zoning Ordinance and The Official Zoning Map", is hereby amended to reflect the change in zoning for an approximate 25.411-acre tract of land (PIDs 184130 and 16871), such tract being a part of the Levi York Survey, Abstract No. 609, City of Kaufman, Kaufman County Texas more specifically described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein, from Highway Commercial ("HC") and Single-Family Residential-20 ("SF-20") to Planned Development-21 ("PD-21"), a proposed single family development to be developed in a single phase, with specific development Standards as depicted on **Exhibit "B"**, and in accordance with the Oakdale Estates Land Study, as depicted on **Exhibit "C"**.

SECTION 3. ZONING MAP AMENDMENT. In addition, the official Zoning Map of the City of Kaufman, Texas shall be annotated to show the change in zoning status of the Property from Highway Commercial ("HC") and Single-Family Residential-20 ("SF-20") to Planned Development-21 ("PD-21"), thereon.

SECTION 4. CUMULATIVE REPEALER. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance,

shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6. PENALTY. Any person who violates any provision of this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and publication as required by law and Charter.

PASSED AND ADOPTED this 23rd day of August, 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit "A"
Metes and Bounds Description
Z-14-21

FIELD NOTES FOR WILLIAMSBURG CONSTRUCTION SERVICES, LLC
LEVI YORK SURVEY, ABSTRACT NO. 609
KAUFMAN COUNTY, TEXAS

All that certain lot, tract or parcel of land, part of the Levi York Survey, Abstract No. 609, Kaufman County, Texas, all of that certain Tract One, called 21.574 acre tract, and all of that certain Tract Two, called 3.837 acre tract conveyed to Landmark Church of Christ by A. O. Freeman and Prescilla Freeman on November 13, 2009, recorded in Vol. 3680 page 66 of the Deed Records of Kaufman County, Texas and being more completely described as follows, to-wit:

BEGINNING at a 1 1/2" Iron pipe found at the East corner of the above mentioned 21.574 acre tract, at the North corner of the Jerry Wynn Dillard, Jr. 20.097 acre tract, recorded in Vol. 2786 page 130 of the Deed Records of Kaufman County, Texas, in the Southwest line of Lot No. 9 of Alta Vista Estates Subdivision, recorded in Cabinet 1 page 250 of the Plat Records of Kaufman County, Texas and being in the occupied Northeast line of the above mentioned Levi York Survey.

THENCE S 45 deg. 25 min. 00 sec. W, with the Northwest line of said 20.097 acre tract, a distance of 1633.44 ft. to a 3/8" Iron rod found at the West corner of same, in the Northeast Right of Way line of U. S. Highway No. 175 and being in a curve to the left, the radius point of which bears S 53 deg. 32 min. 39 sec. W-5806.58 ft.

THENCE, in a Northwesterly direction with said Right of Way line and with said curve to the left, the angle of which is 3 deg. 37 min. 23 sec., the radius is 5806.58 ft. and the tangent is 183.65 ft., a distance of 367.18 ft. to a 3/8" Iron rod found at the South corner of the Caliber Home Loans, Inc. 1.953 acre tract, recorded in Vol. 6120 page 523 of the Deed Records of Kaufman County, Texas.

THENCE N 44 deg. 41 min. 42 sec. E, with the Southeast line of said 1.953 acre tract, a distance of 518.20 ft. to a 3/8" Iron rod found at the East corner of same.

THENCE N 40 deg. 58 min. 13 sec. W, with the Northeast line of said 1.953 acre tract, a distance of 165.00 ft. to a 3/8" Iron rod found at the North corner of same and being at the East corner of the John Crocker and John H. Crocker 2.034 acre tract, recorded in Vol. 6187 page 500 of the Deed Records of Kaufman County, Texas.

THENCE N 40 deg. 59 min. 40 sec. W, with the Northeast line of said 2.034 acre tract, passing the North corner of same continuing a total distance of 210.83 ft. to a 3/8" Iron rod found at the East corner of the Charlotte Freeman 0.323 acre tract, recorded in Vol. 1033 page 496 of the Deed Records of Kaufman County, Texas.

THENCE N 41 deg. 07 min. 02 sec. W, with the Northeast line of said 0.323 acre tract, a distance of 103.94 ft. to a 3/8" Iron rod found at the North corner of same and being in the Southeast line of Lot No. 15 of Freeman Park Estates, recorded in Cabinet 1 page 716 of the Plat Records of Kaufman County, Texas.

THENCE N 45 deg. 02 min. 40 sec. E, with the Southeast line of said Lot No. 15, passing the East corner of same, continuing a total distance of 1043.21 ft. to a 1/2" Iron rod found at the East corner of Lot No. 10 of said Freeman Park Estates, in the Southwest line of Lot No. 6 of the above mentioned Alta Vista Estates Subdivision and being in the occupied Northeast line of the above mentioned Levi York Survey.

THENCE S 44 deg. 42 min. 21 sec. E, with the occupied Northeast line of said Levi York Survey, a distance of 857.03 ft. to the point of beginning, containing 25.411 acres of land.

[illegible]

Exhibit "B"
Planned Development 21 Development Standards of Oakdale Estates

THIS DEVELOPMENT 25.411 ACRES PD- SINGLE FAMILY (PLANNED DEVELOPMENT) PARCEL

I. **PURPOSE:** Oakdale Estates will be developed into a quality subdivision providing a variety of lot sizes servicing the community. It will feature an open space area with a divided entrance with enhanced landscaping.

II. **USES PERMITTED:** The lots will be developed under the base SF 6 zoning classification with the listed general conditions and developed for single family homes.

III. GENERAL CONDITIONS:

This planned Development District shall not affect any regulations within Chapter 118 "Zoning" of the Code of Ordinances except as specifically provided herein. All regulations not specifically defined in this Planned Development will be subject to the City of Kaufman Chapter 118 "Zoning" of the Code of Ordinances as amended.

Planned Development – Single Family (PD)				
				Zoning Ordinance
Lot Size (<i>Minimum</i>)	Type 'A' Lots SF-6 Base Zoning	Type 'B' Lots SF-6 Base Zoning	Type 'C' Lots SF-6 Base Zoning	SF-6 Base Zoning
Minimum Lot Area (sq. ft.)	5,500	6,500	8,400	6,000
Minimum Lot Width (feet)	50'	60'	60'	60'
Minimum Lot Depth (feet)	100'	100'	100'	100'
Dwelling Regulations (Minimum Square Footage that is air conditioned)	1,600 s.f.	1,600 s.f.	2000 s.f.	1,200 s.f.
Yard Requirements – Main Structures				
Front Yard Minimum (feet)	20'	20'	20'	25'
Side Yard Minimum (feet)	5'	5'	5'	6'
Corner Lots Side Yard Minimum (feet)	10'	10'	10'	15'
Rear Yard Minimum (feet)	15'	15'	15'	25'
Maximum Impervious Area	50%	50%	50%	45%
Accessory Structures	Accessory dwellings are not allowed			
Accessory Structure Maximum (square feet)	240 sf	240 sf	240sf	240 sf
Side Yard Set Back Minimum (feet)	3'	3'	3'	3'
Rear Yard Set Back Minimum (feet)	3'	3'	3'	3'
House Set Back Minimum (feet)	5'	5'	5'	10'
Height of Structures				
Main Structure (feet)	35'	35'	35'	30'
Accessory Structure (feet)	15'	15'	15'	1 story

Exhibit "B"
Planned Development 21 Development Standards of Oakdale Estates

Landscaping	Only trees and shrubs approved in Section 36 Landscape Requirements of Chapter 118 'Zoning' of the Code of Ord table 36.2	
Minimum one 3 inch Caliper Tree – Measured at 12 inches above grade	1 Large Tree in Front Yard	
Shrub – 2 feet high at time of planting	12 shrubs with mulch or equivalent in beds to be located in the front yard	
Sod	Front and Side Yards	

*Cul-de-sac and Elbow lots may have a minimum depth of 100 feet.

**Cul-de-sac and Elbow lots may have a minimum rear yard setback of 10 feet.

IV. SPECIAL CONDITIONS:

- A. Maximum number of residential lots not to exceed 127 lots.
- B. All homes will be front entry
- C. 50' Street right-of-ways with 26 paving section and temporary Hammerheads turnarounds as shown on the Land Study. Total length of the hammerhead turnarounds to be 120 feet as shown with a 28-foot radius.
- D. Street A - the entrance road, shall be a boulevard section for first 100 feet and then taper to a 32-foot section until the intersection of street B then 26 feet the remaining length.
- E. 8/12 Roof pitch
- F. Two car garages with a minimum 16-foot width driveway.
- G. Two Coach lights on front of house
- H. Full gutters around the house.
- I. Community Mail Box will be located per the US Postal Service
- J. Accessory structures are to be located in the back yard only.
- K. Accessory structures located in the front yard or side yard is prohibited.
- L. Accessory dwellings are prohibited.
- M. Carports are prohibited.
- N. Enclosing a garage for additional living space is prohibited.
- O. A minimum six (6) foot wooden privacy fence with galvanized posts shall be required on each lot. The privacy fence shall not be located in the established front yard (yard area in front of the house).
- P. A stained six (6) foot wooden entryway screening fence with six (6) foot (stone capped) concrete columns approximately every eight feet (8') to twelve feet (12'). The six foot (6') stone capped columns shall match in the stone look and appearance of the monument sign as shown in the illustration of Section VI.B.2.a. The entryway screening fence shall run parallel to East Highway 175 on each side of the subdivision street entrance

V. Maintenance of the Common Areas

- A. Maintenance of the common areas will be the responsibility of the homeowners' association (HOA).

Exhibit "B"
Planned Development 21 Development Standards of Oakdale Estates

- B. Developer will be the contact entity with the City for all concerns regarding maintenance of Community Open Space until 100% of HOA control is turned over to the homeowners.
- C. HOA maintenance and responsibilities of amenities include:
 - 1. Clean up and litter removal.
 - 2. Landscaping installation, care, and maintenance.
 - 3. Trimming, clearing, and removal of unwanted vegetation.
 - 4. Maintain irrigation system, pay for the water used in the system.
 - 5. Maintain entry feature and any other installed improvements, per Zoning Exhibit.
 - 6. Pay for the electricity used for the lighting for the entry features.
 - 7. Maintain Community Open Space, detention ponds, and sidewalks in the common areas.
 - 8. Maintain the Community Mail Box and surround area
 - 9. Maintain the stone capped monument sign and surrounding landscaped area.
 - 10. Maintain the stained six (6) foot wooden entryway screening fence with six (6) foot {stone capped} concrete columns approximately every eight feet (8') to twelve feet (12'). The six foot (6') stone capped columns shall match in the stone look and appearance of the monument sign as shown in the illustration of Section VI.B.2.a.
 - 11. Maintain the appearance and up keep and possible needed replacement of all subdivision entrance signage and lighting.
- D. It is the Developers' responsibility to install irrigation systems, entry features, and any other improvements included in this Planned Development.

VI. DESIGN CONDITIONS:

A. *Land Design Standards – New Residential Requirements*

Desired Land Design requirements are achieved by projects in accordance with Zoning Exhibit and the following criteria: The project will be developed in one phase.

B. *Street and Sidewalk Standards – New Residential Requirement*

Desired street and sidewalk requirements are achieved in accordance with the following criteria:

1. *Street Treatments – Entry Features and Signage at Entries –*

- a. The entryway median located at the entrance to the subdivision from Highway 175 shall be landscaped and irrigated. Landscaping shall include grass with small trees and shrubs
- b. A homebuilder sign will be allowed to be constructed on a vacant lot near the entrance.
- c. A stained six (6) foot wooden entryway screening fence with six (6) foot {stone capped} concrete columns approximately every eight feet (8') to twelve feet (12'). The entryway screening fence shall run parallel to East Highway 175 on

Exhibit "B"

Planned Development 21 Development Standards of Oakdale Estates

each side of the subdivision street entrance. The six foot (6') stone capped columns shall match in the stone look and appearance of the monument sign as shown below in the illustration of Section VI.B.2.a.

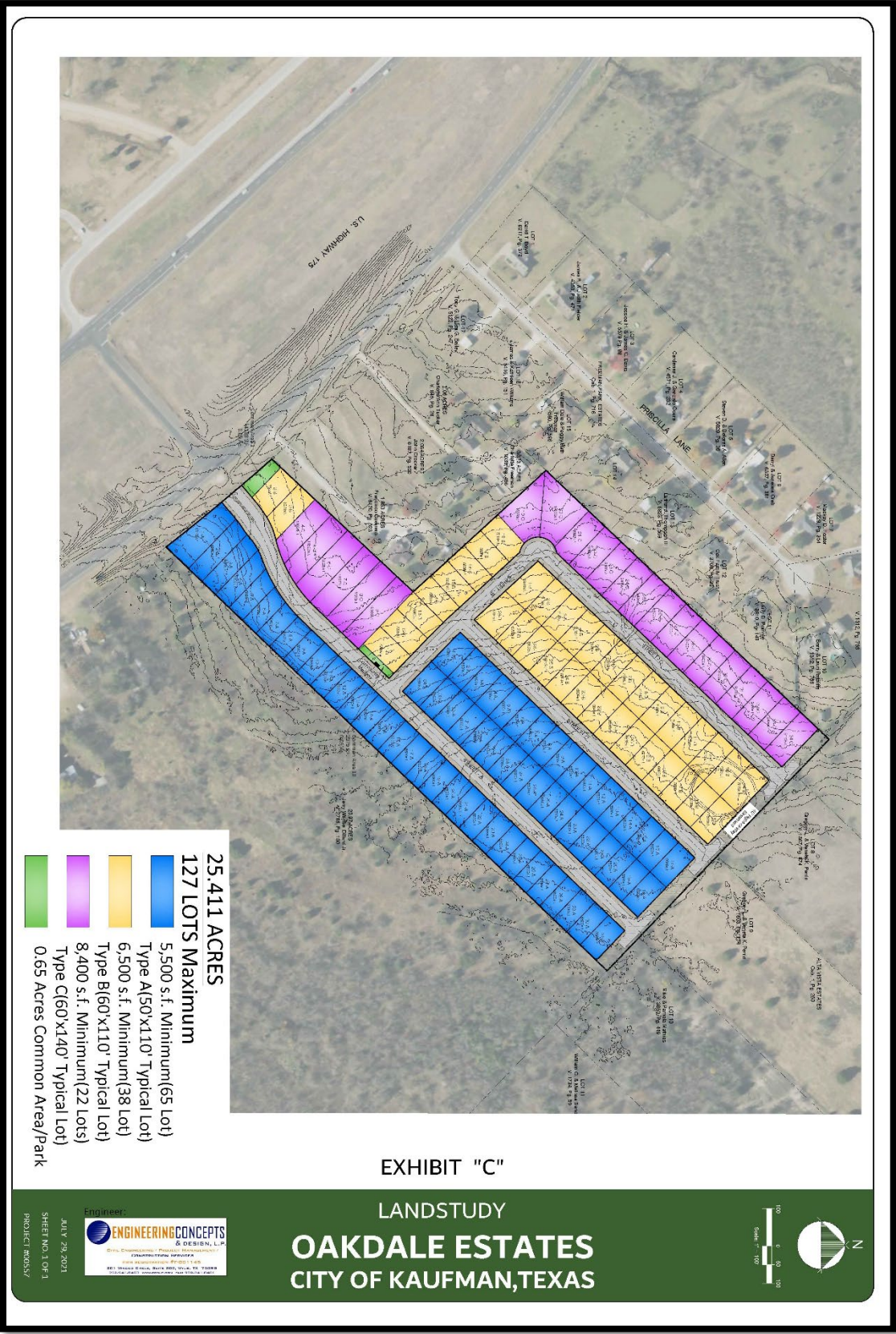
2. **Stone capped monument signs** with landscaping and incorporated into the entryway screening fences and/or in the median located in the street entrance from Highway 175 and illuminated by means other than street lights will be installed at the time of development.
 - a. Proposed stone capped monument sign shall be similar in the stone look and appearance with the illustration below.



3. **Street Treatments – Street Name Signs**

Block numbers shall be incorporated with street lighting that is coordinated throughout the subdivision.
4. **Pedestrian Sidewalks - Sidewalk Locations**
 - a. Home builder to install 4 feet wide concrete pedestrian sidewalks which shall be located on both sides of the street, in the right-of-way of every internal street.
 - b. Developer in the common areas to install 4 feet wide concrete pedestrian sidewalks at the time of development.
5. **Community Open Space –** Open space land and any detention pond area will be landscaped and irrigated.
6. **Other Regulations**
 - a. All garage door panels shall contain decorative features such as window inserts and accent hardware.
 - b. Same house elevation may not be repeated within a six lots on the same street.

Exhibit "C"
Planned Development -21
Land Study of Oakdale Estates





Meeting
Date: 8/23/2021

Date: 8/8/2021

Item #: 8.

Dept.: Development
Services

PZ Item

SUBJECT:

Conduct a public hearing, consider and take appropriate action on Ordinance O-39-21, an Ordinance of the City of Kaufman, amending the Comprehensive Zoning Ordinance of the City to authorize Specific Use Permit-47 for the sale of alcoholic beverages in conjunction with a restaurant, with alcohol consumption on premises only, on an approximate 0.44 acres of land zoned Highway Commercial (HC), and generally located at 5962 Fair Road (PID# 5300) in the D. Falcon Survey, Abstract No. 151, Kaufman County, Kaufman, Texas. (Case No. Z-15-21) (Owner/Applicant: Katina Williams Gibbons)

BACKGROUND:

See the attached August 3, 2021 Planning and Zoning Commission Report and Ordinance O-39-21.

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

Funds Available: N/A

Source: N/A

Recommendation: The Planning and Zoning Commission on August 3, 2021 recommended approval Z-15-21 for a Specific Use Permit-47 for the sale of alcoholic beverages in conjunction with a restaurant on property zoned Highway Commercial (HC) on a tract containing approximately 0.4-acres, generally located at 5962 Fair Road (PID# 5300) in the D. Falcon Survey, Abstract No. 151, Kaufman County, Kaufman, Texas by a vote of 7-0.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☒	☒	☒	☐	☐



Planning and Zoning Commission Report

Meeting Date: August 3, 2021

Consent: No

Discussion/Action: Yes

SUBJECT: Hold a public hearing and make a recommendation to City Council on a request by Katina Williams Gibbons for a Specific Use Permit on approximately 0.44 acres for the sale of alcoholic beverages in conjunction with a restaurant on property zoned Highway Commercial (HC). The property is generally located at 5962 Fair Road (PID# 5300) in the D. Falcon Survey, Abstract No. 151, Kaufman County, Kaufman, Texas. (Case #Z-15-21)

BACKGROUND/SUMMARY:

Katina Williams Gibbons submitted a specific use permit for a proposed private club in conjunction with a restaurant, on the property located at 5962 Fair Road. The lot contains a total of 19,163 SF (0.440-acre). The property was developed in 2006, under the 1999 Zoning Ordinance, with an existing one-story building containing 1,466 SF. The building was originally laid out for office uses. The building went from an office use to personal service use (nail salon and tanning beds). An enclosed dumpster will be added to the development.

The building is proposed to be converted to a restaurant with alcoholic beverage sales called the Lyon's Den Daiquiri Shoppe. The restaurant will also sell daiquiris for off-premise consumption. The restaurant will have seating for 20 persons which requires a minimum of 7 off-street parking spaces. The development is providing 7 off-street parking spaces. The hours of operation will be Tuesday through Thursday 11 am to 8 pm, and Friday through Sunday from 11 am to 10 pm.

The property is located along an eastern city limit line. There is an existing residential subdivision across Fair Street that is located in Kaufman County. As a matter of courtesy Staff additionally notified all those property owners within 300 feet of 5962 Fair Street that are not in the city limits.

SURROUNDING FUTURE LAND USES AND EXISTING LAND USES:

	Existing Zoning	Existing Land Use
North:	HC	Single family homes and undeveloped property
South:	HC	Undeveloped property & Cold Tex Refrigeration
East:	Outside city limits	Single family homes
West:	HC	Undeveloped property



COMPREHENSIVE PLAN:

Land Use Plan:

The 2009 Future Land Use Plan designated the land use of the subject property as Future Commercial. The HC zoning complies with the 2014 Future Land Use Plan because it allows a variety of office, retail, and commercial uses. Special Use Permits are allowed if approved by City Council.

Thoroughfare Plan:

The Thoroughfare Plan designates Fair Road as a "Type C", Major Collector, requiring a maximum right-of-way width of 80 feet. The existing right-of-way is developed and maintained by Kaufman County. Additional right-of-way will be necessary for future widening of Fair Road. The property is not platted. A plat will be required if additions are made to the existing building.

DETERMINATIONS NECESSARY FOR CONSIDERING SUP'S

Sec 30.2. – SPECIFIC USE PERMIT REGULATIONS:

- A. In recommending that a Specific Use Permit for the premises under consideration be granted, the City shall determine that such uses are harmonious and adaptable to building structures and uses of abutting property and other property in the vicinity of the premises under consideration, and shall make recommendations as to requirements for the paving of streets, alleys and sidewalks, means of ingress and egress to public streets, provisions for drainage, adequate off-street parking, screening and open space, heights of structures, and compatibility of buildings. In approving a requested SUP, the Planning and Zoning Commission and City Council may consider any or all of the following:
1. The use is harmonious and compatible with surrounding existing uses or proposed uses;
 2. The activities requested by the applicant are normally associated with the permitted uses in the base district;
 3. The nature of the use is reasonable;
 4. Any negative impact on the surrounding area has been mitigated; and/or
 5. That any additional conditions specified ensure that the intent of the district purposes are being upheld.
- B. In granting a Specific Use Permit, the Planning and Zoning Commission and City Council may impose conditions which shall be complied with by the owner or grantee before a certificate of occupancy may be issued by the Building Official, or his designee, for use of the building on such property pursuant to such Specific Use Permit and such conditions precedent to the granting of the certificate of occupancy. Any special conditions shall be set

forth in writing by the City Council prior to issuance of the Certificate of Occupancy, and shall be incorporated into the amending ordinance establishing the SUP.

PROPERTY OWNER RESPONSES:

The City of Kaufman mailed out notification letters to 10 property owners within 300 feet of the property. The results are as follow:

- Number of property owners who returned letter in agreement of the request: 1
- Number of property owners who returned letter in opposition of the request: 2
- Number of property owners have not responded: 7

The 20% percent rule for rezoning is if 20% of the area (located within the city limits) within 200 feet of the request objects to the application, then a favorable vote of $\frac{3}{4}$ of all members of the City Council (which is 6 members) shall be required to approve any change in zoning. The zoning change 20% rule is a State law.

RECOMMENDATIONS:

Staff recommends approval of Z-15-21 for a Specific Use Permit -47 (SUP-47) for a private club in conjunction with a restaurant at 5962 Fair Road with the following restrictions:

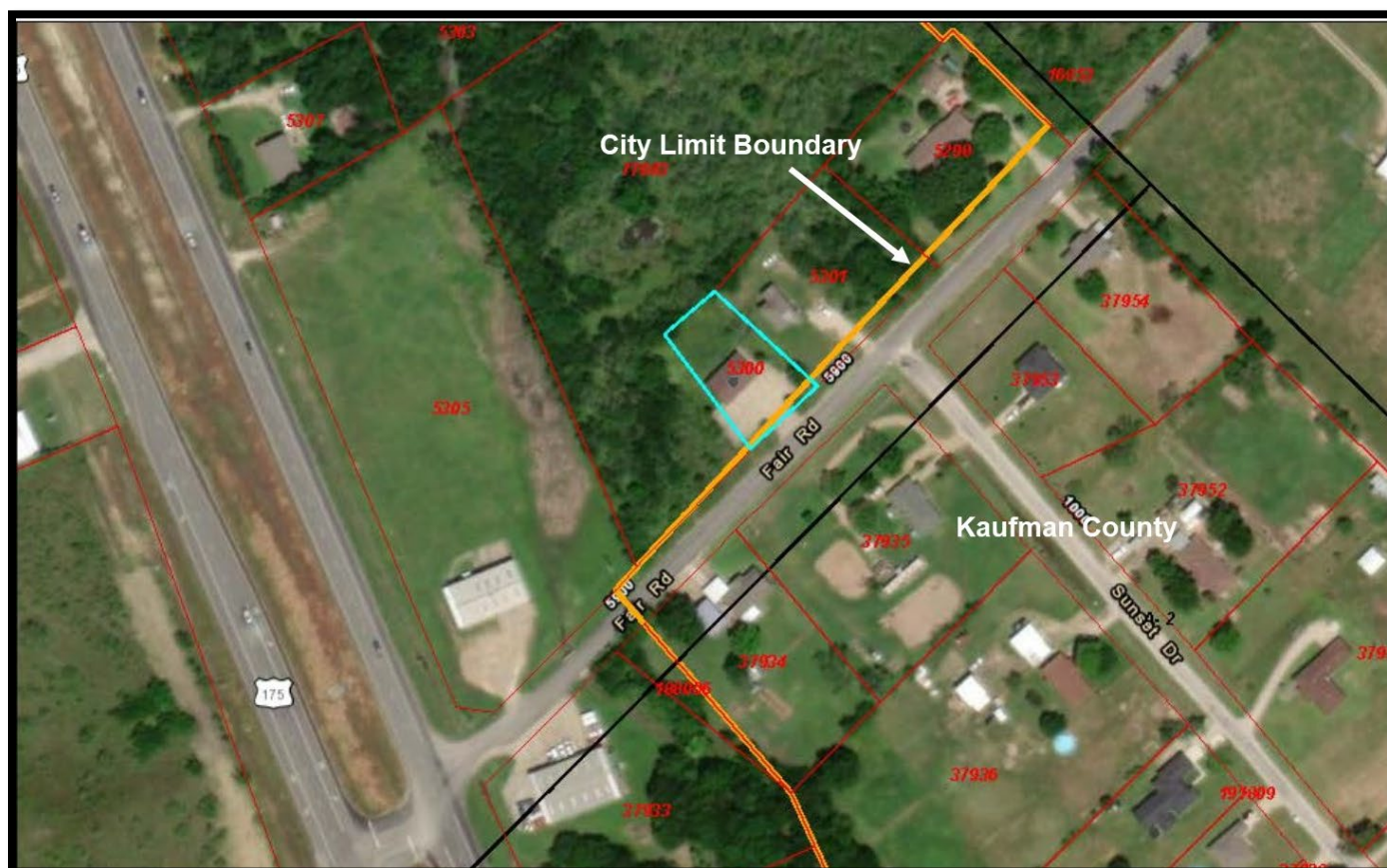
1. Applicant must have, and keep, a current Texas Alcoholic Beverage Commission (TABC) Private Club license for this property.
2. Applicant must have, and keep, a current City of Kaufman Alcohol Permit for this property.
3. All sales of alcoholic beverages are for on-premise consumption only.
4. No building, premise, or land used under SUP-47 (private club in conjunction with a restaurant) may be enlarged, modified, structurally altered, or otherwise significantly changed unless an amendment to SUP-47 is first approved by City Council. The current size of the establishment is 1,466 SF.
5. Not less than fifty percent (50%) of sales shall be from food.

ATTACHMENTS:

1. Location Map
2. Property Owner Response
3. Survey
4. Applicant's Letter to PZ
5. Letter to Picture of the Property
6. Site Plan

Marcy Ratcliff
 Development Services
 972-932-2216 ext. 117
Kaufmanplanning@kaufmantx.org

Location Map



Property owner response inside the City of Kaufman

Date: 7-18-2021

Name: Denisha Camp

Address: 5928 FAIR RD

City & State: Kaufman TX

Phone #: 469-595-2840

RE: Conduct a public hearing and make a recommendation to City Council on a request by Katina Williams Gibbons for a Specific Use Permit on approximately 0.44 acres for the sale of alcoholic beverages in conjunction with a restaurant on property zoned Highway Commercial (HC). The property is generally located at 5962 Fair Road (PID# 5300) in the D. Falcon Survey, Abstract No. 151, Kaufman County, Kaufman, TX. (Case #Z-15-21)

☒ I AM IN FAVOR ☐ I OBJECT

Email Address: denishas34@yahoo.com

COMMENTS: Well I do believe that having this place would be great. This would give people a chance to get out the house + enjoy themselves. Denisha Camp Denisha Camp.

NAME PRINTED SIGNATURE

Property owner response outside the City of Kaufman

DETACH ON DOTTED LINE

Date: 07-25-2021

Name: GLENN & CAROLYN COY

Address: 1042 SUNSET DR

City & State: Kaufman, TX 75142

Phone #: 972-932-1353

RE: Conduct a public hearing and make a recommendation to City Council on a request by Katina Williams Gibbons for a Specific Use Permit on approximately 0.44 acres for the sale of alcoholic beverages in conjunction with a restaurant on property zoned Highway Commercial (HC). The property is generally located at 5962 Fair Road (PID# 5300) in the D. Falcon Survey, Abstract No. 151, Kaufman County, Kaufman, TX. (Case #Z-15-21)

☐ I AM IN FAVOR ☒ I OBJECT

Email Address: glenn.coy@yahoo.com

COMMENTS: My lot as per on Road map is 37935 and we moved out of the City limits to get away from the noise, liquor activity, and I think object for this business to allow drinking loud music. This need to be closer to town. I've been exposed to such activity before. GLENN COY SR. Glenn Coy Sr.

NAME PRINTED SIGNATURE

Property owner response outside the City of Kaufman

From: Danny and Glenda Hise
5991 Fair Rd.
Kaufman, Texas

To: Planning and Zoning Commission
Re: Public Hearing for Permit, Case # Z-15-21, at 5962 Fair Rd.

After talking to the very nice Mrs. Gibbons I still have concerns about the proposed establishment located diagonally across the street from my wife's and my residence for over thirty years. The sale of alcoholic beverages on basically a narrow two lane city street / county rd. in a residential neighborhood is not appropriate. We have seen bicyclist and others, including children, walking along the roadway because most of the side slopes are too steep to walk or cycle on. This establishment belongs in an area near other like businesses on a main roadway. She informed me that their hours of operation would be between 11 am to 8 pm. I am sure she was sincere when she told me that but as she said, she is a business woman so what would prevent them from realizing that their greatest profit margin could be obtained if they were to stay open until 10 o'clock or even midnight? Are there any stipulations on hours of operation in the permit? Probably none, other than local and state laws on the sale of alcohol.

Mrs. Gibbons also told me that their food items would be "finger food" with an assortment of flavored daiquiris. What other alcoholic beverages? Not everyone likes daiquiris. Most restaurants that have a food/ liquor license have a full menu ranging from steaks to burgers with a full menu of alcoholic beverages. I think that Texas Alcoholic Beverage Commission requires that a large portion of a restaurant's revenue come from food. It would take a lot of finger food considering the costs of alcoholic beverages.

I am also concerned that if this permit is approved, would that just start a flood of similar businesses applying next door to it ? Bars, liquor store, etc. sprout up and suddenly our quiet residential neighborhood is no more. Let this kind of businesses stay on US 175, Kings Fort Pkwy, the Bypass, or Washington Street.

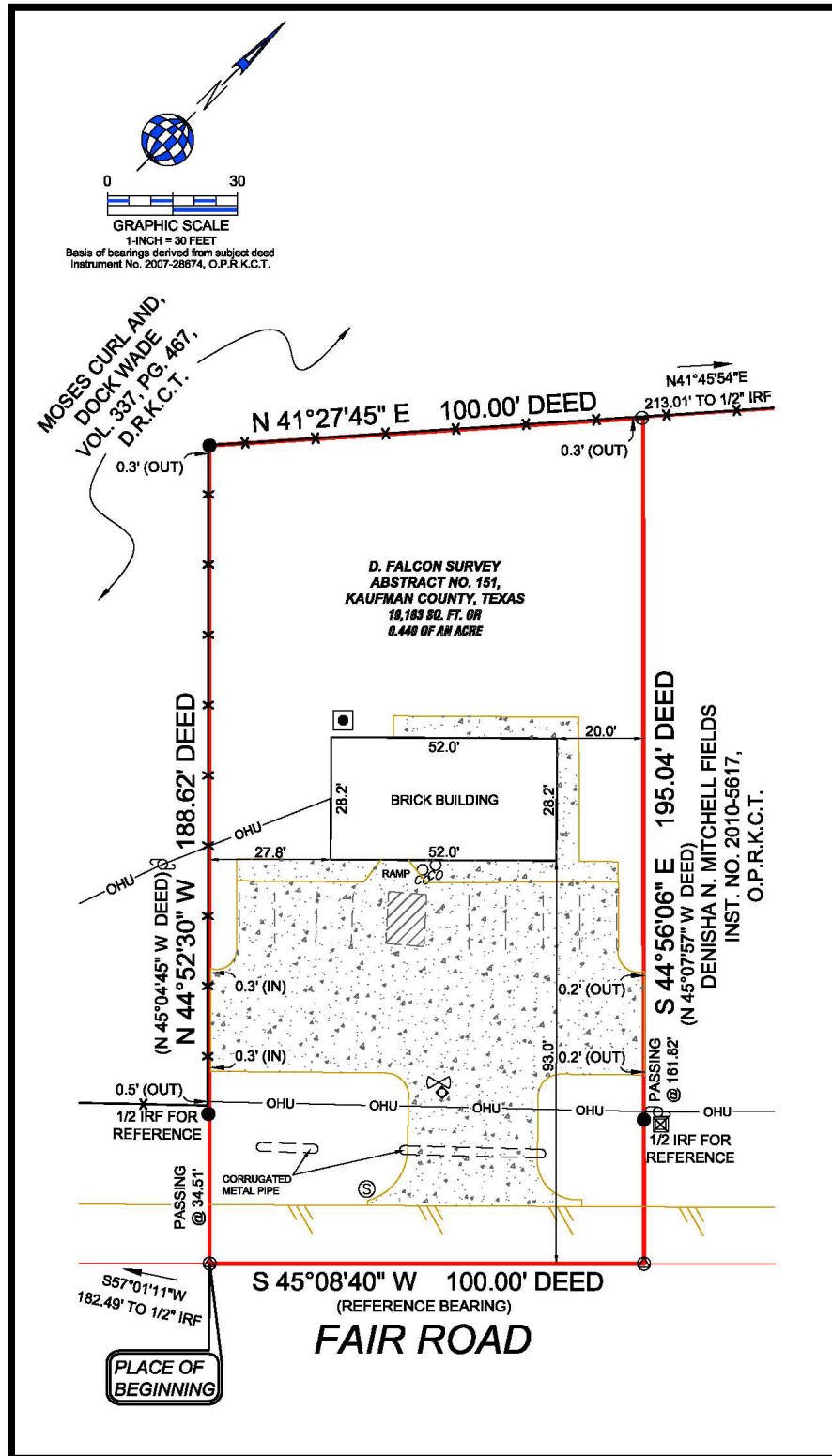
Lastly, I have a question to all of you;

Would you want this establishment in your neighborhood and across the street from your residence?

My wife and I object to the permit.

Danny Hise

Survey of the Property



Letter to the Commission
RICCIARDELLI LAW FIRM

Ricciardelli Law Firm
1910 Pacific Avenue, Suite 13000
Dallas, Texas 75201
(c) 972.345.8730
Anthony@RicciardelliLaw.com

July 12, 2021

Chairman Brown and Honorable Members of the Kaufman Planning & Zoning Commission
Kaufman City Hall
209 South Washington Street
Kaufman, Texas 75142
VIA EMAIL

Re: *Lyon's Den Daiquiri Shoppe SUP Request*

Dear Chairman Brown and Honorable Members of the Kaufman Planning & Zoning Commission:

I have the pleasure of representing zoning applicants Clint Gibbons and Katina Gibbons, who reside at 9195 CR 4116, Kaufman, Texas 75142. Mr. and Mrs. Gibbons respectfully request that you approve the Specific Use Permit for their proposed restaurant, The Lyons Den Daiquiri Shoppe, that will be located at 5962 Fair Road, Kaufman, Texas 75142. The Lyons Den will operate like all restaurants that serve food along with alcoholic beverages. Mr. and Mrs. Gibbons plan to keep their menu simple to provide excellent food to all who reside in the Kaufman community and the surrounding areas. The restaurant will initially operate with three (3) employees and all of the initial employees of the proposed restaurant also reside in Kaufman. Mr. and Mrs. Gibbons plan to operate the restaurant from 11 AM to 8 PM on Tuesday through Thursday and from 11 AM to 10 PM on Friday through Sunday. Mr. and Mrs. Gibbons have patterned the Lyons Den after two successful restaurants in the Kaufman area in terms of how they plan to operate and serve their customers. Mr. and Mrs. Gibbons are excited to offer this amenity to the Kaufman community and hope that the Planning & Zoning Commission will agree that the Lyons Den is a desirable addition for Kaufman residents. The tentative menu for the Lyons Den is enclosed for your review.

Please do not hesitate to reach out with any questions or if we can be of assistance (my contact information is above at the top right). Mr. and Mrs. Gibbons are committed to being excellent corporate citizens of Kaufman and look forward to working with you all through the SUP process in order to bring this exciting concept to the Kaufman community.

Respectfully submitted,

Anthony T. Ricciardelli

**ANTHONY T. RICCIARDELLI
ATTORNEY FOR CLINT GIBBONS**

The Lyons Den

Daiquiri Shoppe

Appetizers:

Chips and salsa \$5.00

Queso dip and chips \$6.50

Add ground beef \$1.75

Mozzarella sticks

4pc \$4.50

8pc \$ 7.50

Fried catfish baskets

(Includes fries, pickles, peppers)

2pc Fillet \$10.95

4pc Fillet \$14.95

6pc Fillet \$17.95

Lyons wings

**(Buffalo, lemon pepper,
honey bbq, hot habanero)**

6pcs w/ fries \$9.95

10pcs w/ fries \$12.95

15 pcs w/ fries \$15.95

Big Lyon wings orders

25pcs w/fries \$24.95

35 pcs w/fries \$ 35.95

Xtra sauce .75 cents

Hamburger basket

Hamburger w/fries \$10.95

Cheeseburger w/fries \$12.95

Add bacon additional \$1.75

Link basket w/fries \$7.95

Lil Lyons menu

Hot dog w/fries \$ 4.50

Chicken tender w/fries \$ 5.00

(3PCS)

Sides

French Fries \$ 3.50

Onion rings \$ 3.50

Daiquiris

16oz \$ 7.50

32 oz with one shot \$ 12.00

1/2 gallon with 2 shots \$ 20.00

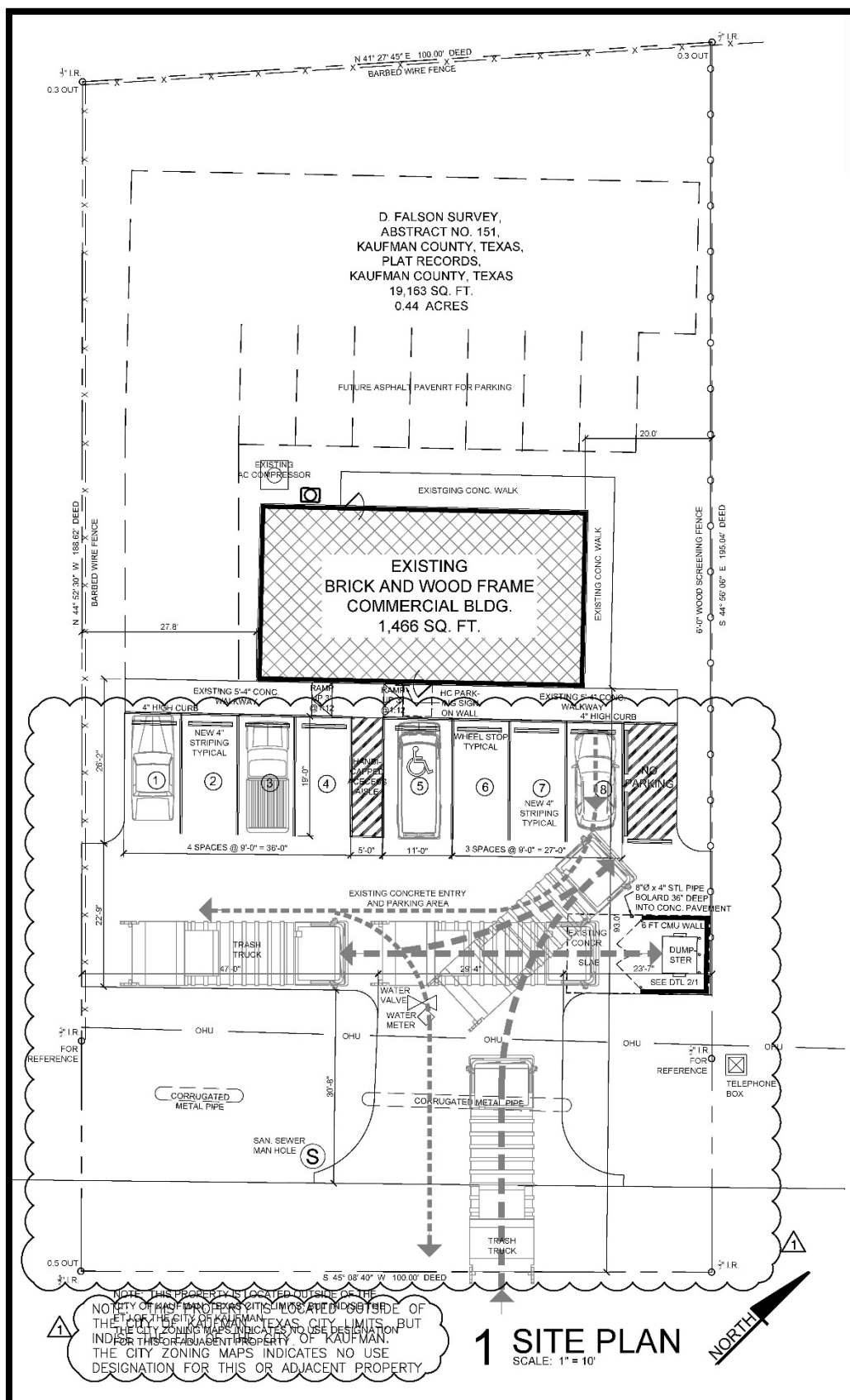
Xtra shots \$ 3.00 each

Prices are subject to change

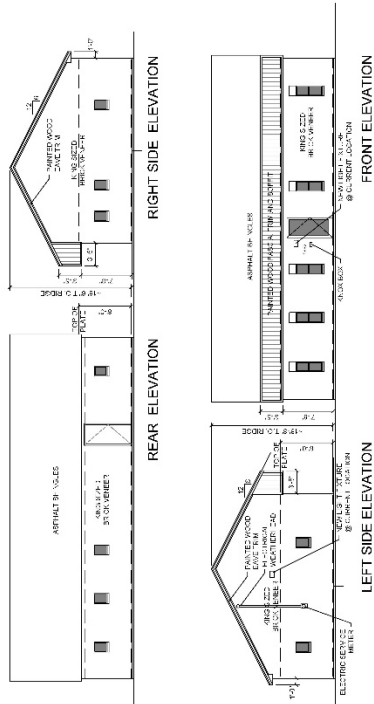
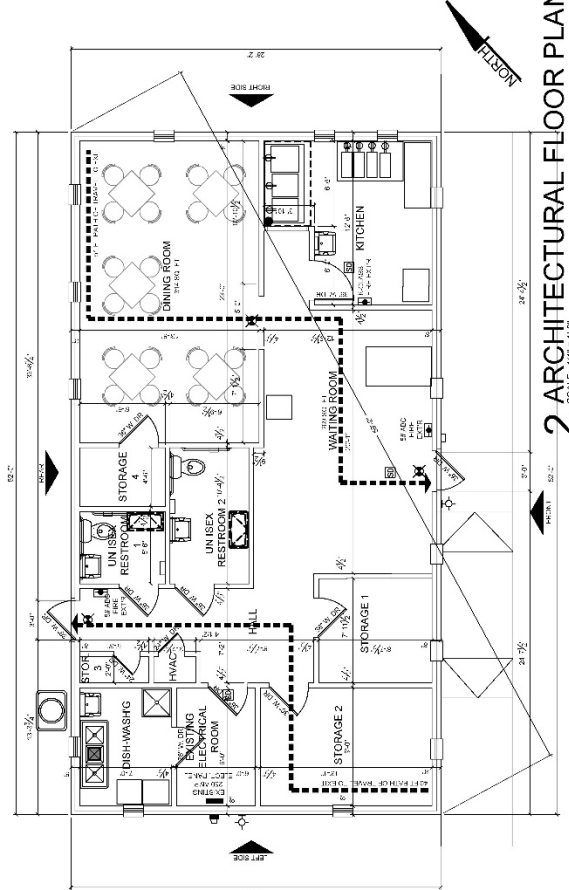
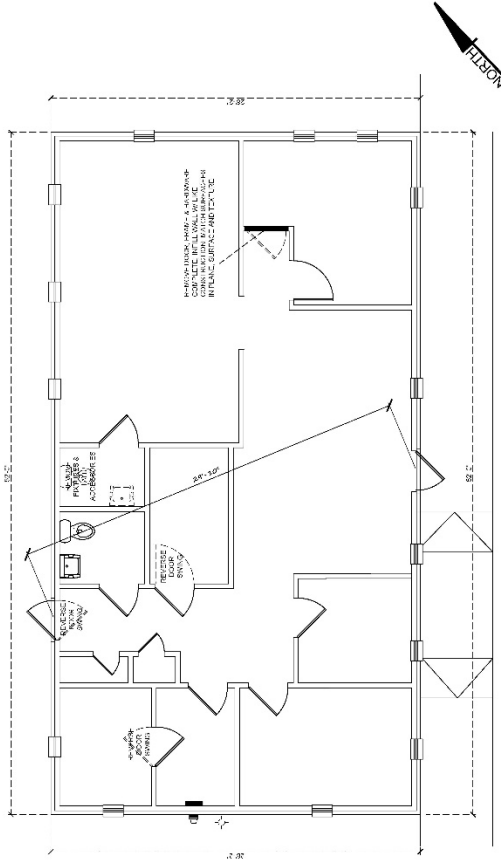
For with GOD nothing shall

be impossible! - Luke: 1:37

Site Plan



2 ARCHITECTURAL FLOOR PLAN

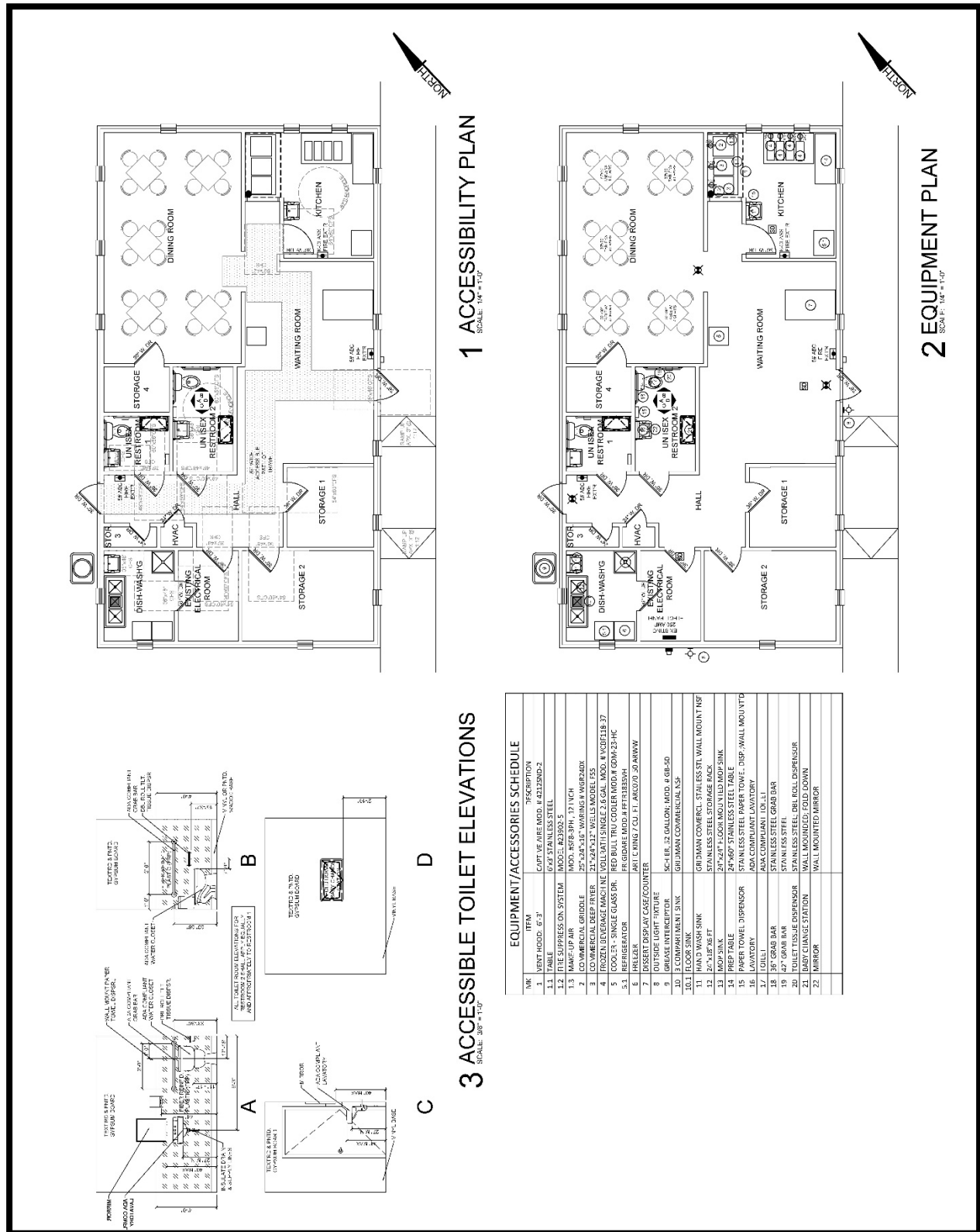


3 BUILDING EXTERIOR ELEVATIONS

[illegible][illegible][illegible]

ALLOWABLE HEIGHTS AND AREAS
 ALLOWED CONCENTRATION: 10%
 CONSTRUCTION TYPE: TYPE V
 ALLOWED HEIGHT: 40 FT
 ALLOWED AREA: 10,000 SQ FT
 ALLOWED STORY: 1
 ALLOWED AREA: 10,000 SQ FT

Site Plan



ORDINANCE NO. O-39-21

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS, AMENDING ORDINANCE NO. 0-02-07 AND CHAPTER 118, "ZONING", OF THE CODE OF ORDINANCES OF THE CITY OF KAUFMAN, COLLECTIVELY, "THE COMPREHENSIVE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP" OF THE CITY, TO APPROVE SPECIFIC USE PERMIT NO. FORTY-SEVEN, ("SUP-47"), AND ITS SITE PLAN, TO PERMIT A PRIVATE CLUB IN CONJUNCTION WITH A RESTAURANT WITH THE CONDITION THAT ALCOHOL CONSUMPTION OCCUR ON PREMISES ONLY, AS PRESCRIBED BY DEFINITION NO. 171, "PRIVATE CLUBS", OF SUBSECTION 33.5, "DEFINITIONS", OF SECTION 33, "USE REGULATIONS", OF CHART IV, "USE REGULATIONS", OF THE CITY'S COMPREHENSIVE ZONING ORDINANCE, ON AN APPROXIMATE 0.440-ACRE TRACT OF LAND (PID 5300) ZONED HIGHWAY COMMERCIAL "HC", SUCH PROPERTY BEING GENERALLY LOCATED AT 5962 FAIR ROAD, ON A TRACT OF LAND IN THE D. FALCON SURVEY, ABSTRACT 151, CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS AND ZONING MAP AMENDMENTS; PROVIDING ASSIGNABILITY AND EXPIRATION/RECISSION; PROVIDING LAND USE REGULATIONS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE, AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; AND PROVIDING PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 3rd day of August, 2021, the Planning and Zoning Commission held a public hearing and considered and made a recommendation to City Council for approval of SUP-47, and its Site Plan (Z-14-21), to allow a private club in conjunction with a restaurant, in accordance with the condition of on premises consumption as prescribed by the "Private Clubs" definition within subsection 33.5, of Section 33, of Chart IV, of the City's Comprehensive Zoning Ordinance, on an approximate 0.440-acre tract of land (PID 5300) zoned Highway Commercial "HC", generally located at 5962 Fair Road, such tract located in the D. Falcon Survey, Abstract 151, City of Kaufman, Kaufman County, Texas, (the "Property"); and

WHEREAS, at its regular meeting held on the 23rd day of August, 2021, the City Council held a public hearing to consider approving SUP-47, and its Site Plan, to allow a private club in conjunction with a restaurant, in accordance with the condition of on premises consumption as prescribed by the "Private Clubs" definition within subsection 33.5, of Section 33, of Chart IV, of the City's Comprehensive Zoning Ordinance, and: (1) determined that all legal requirements of notice and hearings were met; (2) considered the recommendations of the Planning and Zoning Commission; (3) provided the public an opportunity to provide input; (4) considered public input; (5) considered the compatibility of the proposed SUP-47 zoning with surrounding properties and the goals and objectives of

the Comprehensive Zoning Ordinance and Zoning Map of the City; and (6) determined that the proposed amendment to the Zoning Ordinance and Zoning Map of the City set forth herein below is consistent with the goals of land development as set forth in the Comprehensive Plan of the City, would allow orderly development of the Property which would serve the best interest of the health safety, and general welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AMENDMENT. That Ordinance No. 0-02-07 and Chapter 118, "Zoning", of the Code of Ordinances of the City of Kaufman, Texas, collectively, "The Comprehensive Zoning Ordinance and The Official Zoning Map", of the City, is hereby amended to reflect the change in zoning authorized by SUP-47 to allow a private club in conjunction with a restaurant, in accordance with the condition of on premises consumption as prescribed by the "Private Clubs" definition within subsection 33.5, "Definitions", of Section 33, "Use Regulations", of Chart IV, "Use Regulations", of the City's Comprehensive Zoning Ordinance, on an approximate 0.440-acre tract of land (PID 5300) zoned Highway Commercial "HC", generally located at 5962 Fair Road, such tract being located in the D. Falcon Survey, Abstract 151, City of Kaufman, Kaufman County, Texas, as further described in the metes and bounds description set forth in **Exhibit "A"**, attached hereto and incorporated as if set forth fully herein.

SECTION 3. ZONING MAP AMENDMENT. In addition, the Official Zoning Map of the City of Kaufman, Texas shall be amended and annotated to show the change in zoning status of the Property from Highway Commercial to Highway Commercial with Specific Use Permit -47 ("SUP-47"), thereon, and the updated map shall be on file with the office of the City Secretary.

SECTION 4. SITE PLAN. The Site Plan for SUP-47, attached hereto and incorporated as if set forth fully herein as **Exhibit "B"**, is hereby approved by the City Council. The approved Site Plan meeting the requirements of this Section shall be adhered to in its entirety for the duration of the uses authorized by SUP-47.

SECTION 5. ASSIGNABILITY; TERMINATION/RECISSION. SUP-47 is non-transferrable. SUP-47 shall expire or terminate when the Planning and Zoning Commission and the City Council take proper zoning action to rescind the SUP, with appropriate publication notification and public hearing, pursuant to Section 30.1 of the City's Comprehensive Zoning Ordinance.

SECTION 6. LAND USE REGULATIONS. The regulations contained in the City's Comprehensive Zoning Ordinance, as amended, shall be adhered to except as shown on "Exhibit B". In the event of conflict between the provisions of "Exhibit B" and any other provisions contained in the Comprehensive Zoning Ordinance, the provisions of "Exhibit B" shall control.

SECTION 7. CUMULATIVE REPEALER. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose, the Ordinance shall remain in full force and effect.

SECTION 8. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 9. SAVINGS. All rights and remedies of the City of Kaufman, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning for the Property which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10. PENALTY. Any person who violates any provision of this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 11. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and publication as required by law and Charter.

PASSED AND ADOPTED this 23rd day of August 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit A - Metes and Bounds

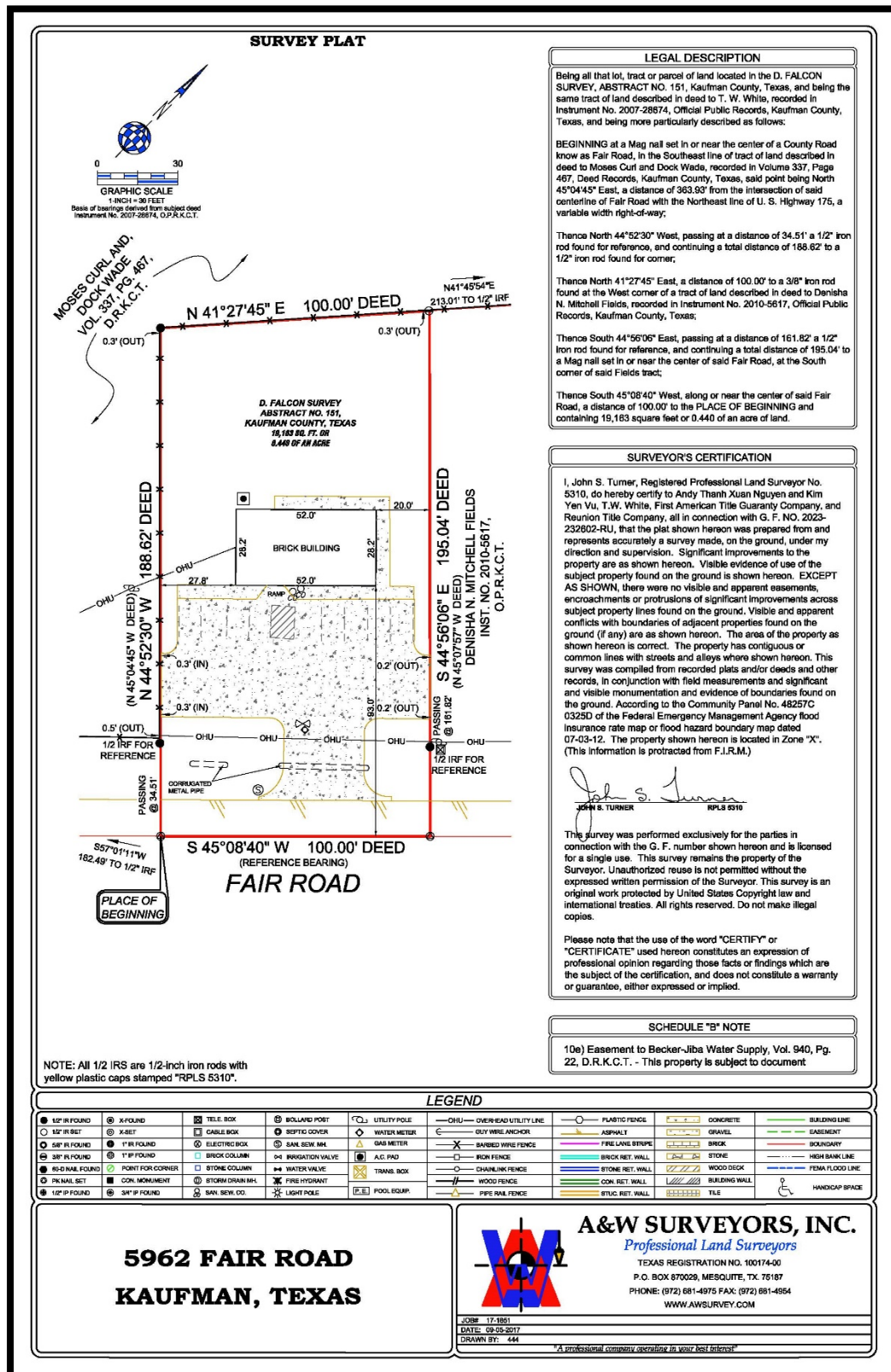


Exhibit B - Site Plan

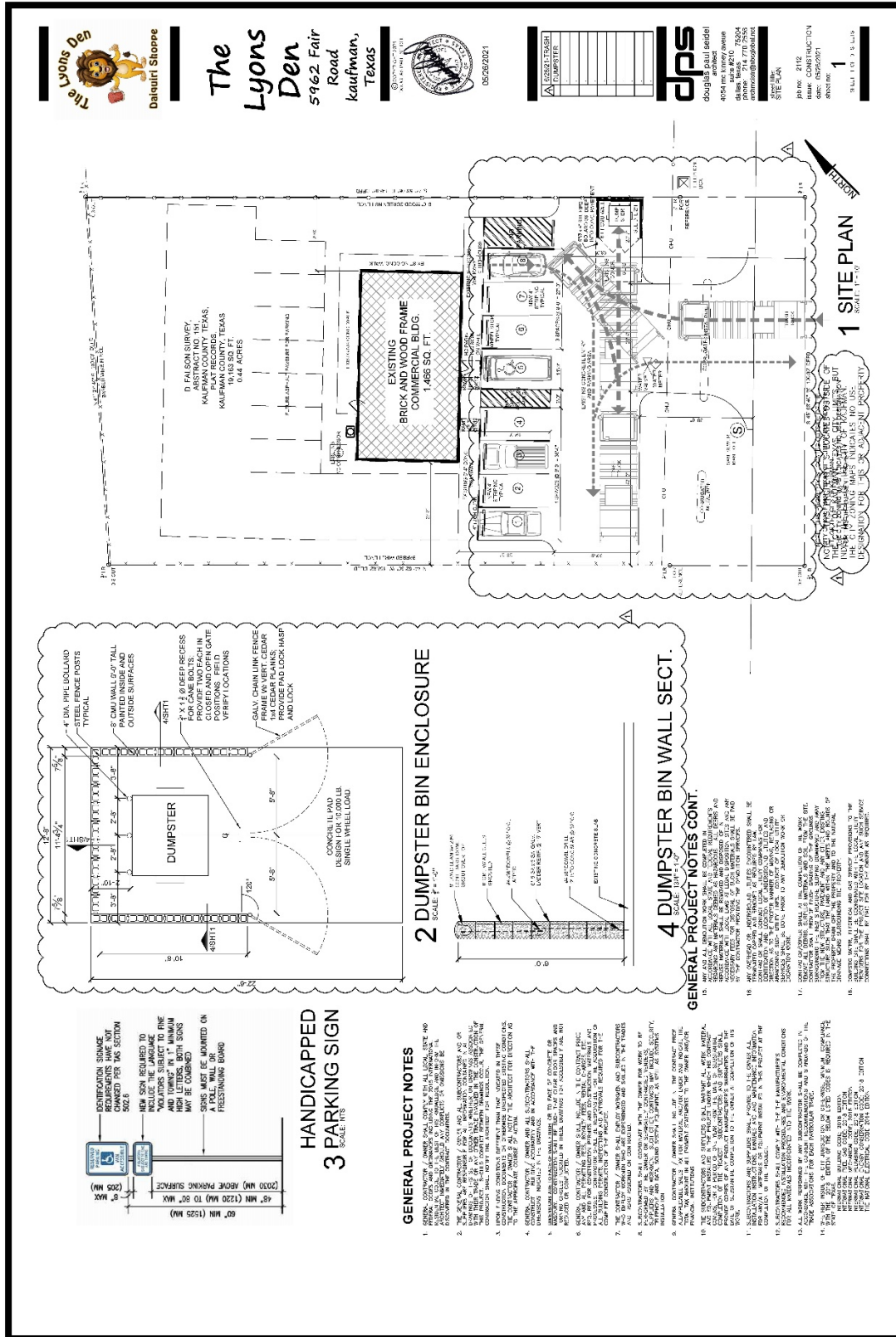


Exhibit B – Site Plan

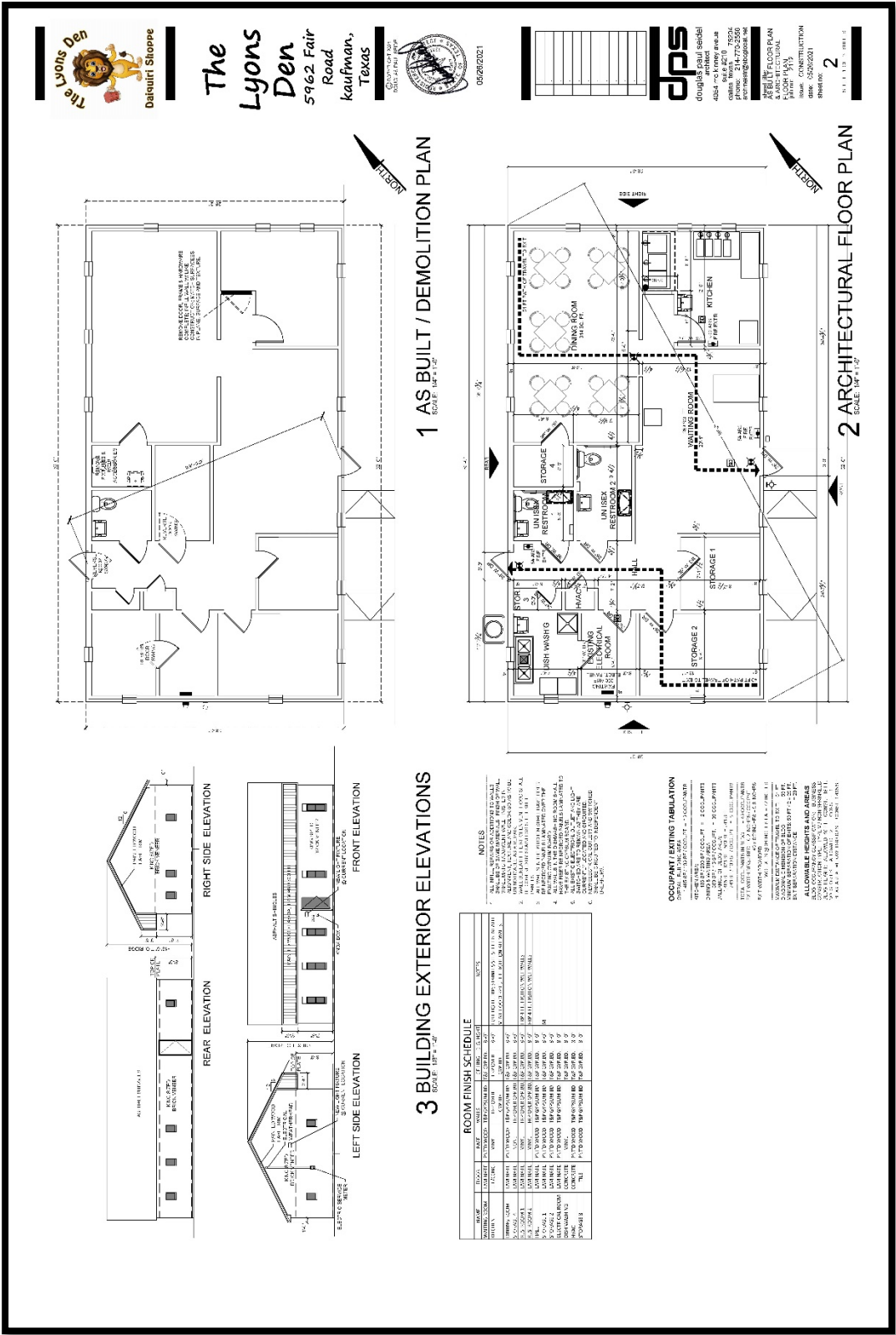
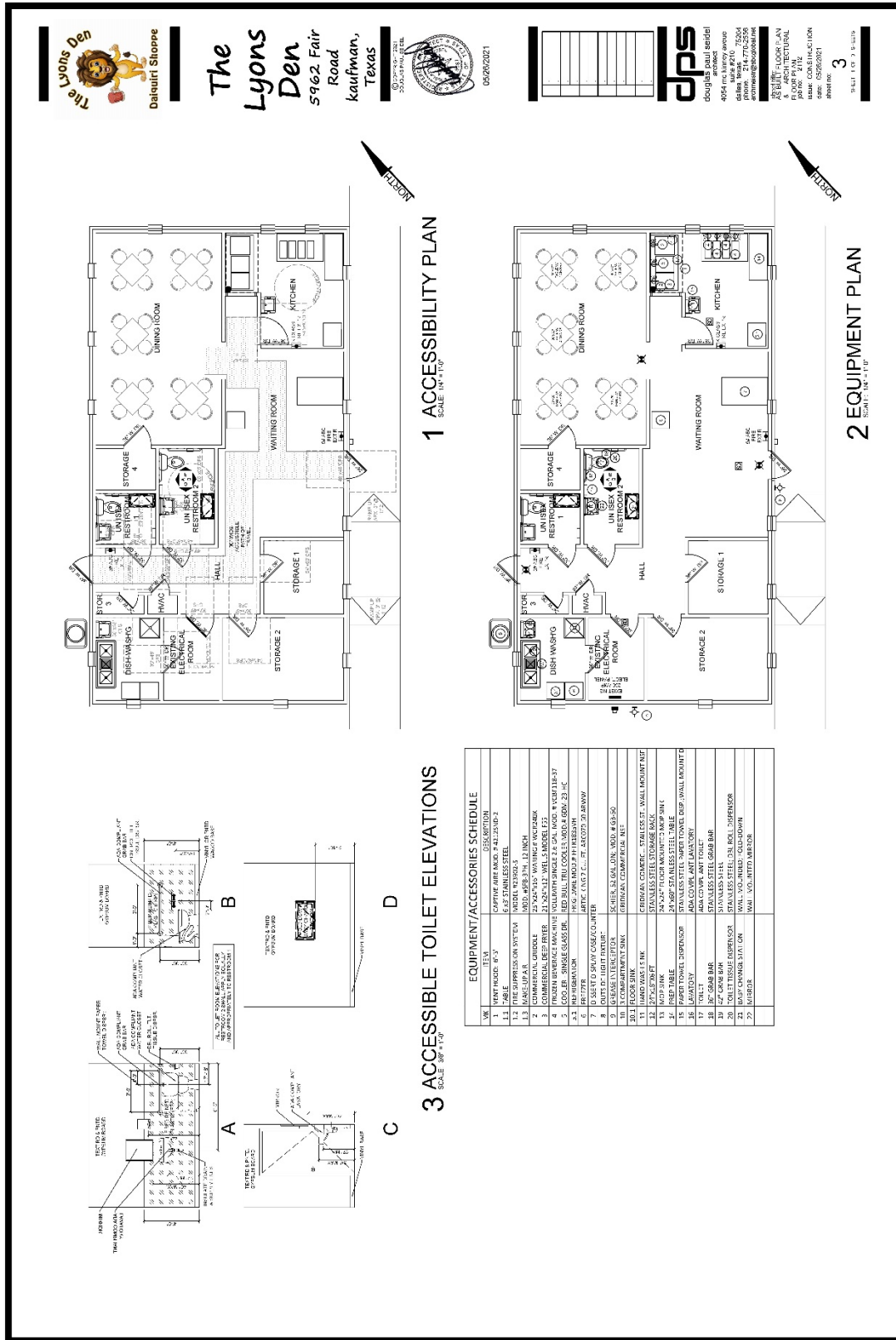


Exhibit B – Site Plan





Meeting
Date: 8/23/2021

Date: 7/27/2021

Item #: 9.

Dept.: Administration

Discussion Item

SUBJECT:

Conduct a Public Hearing and discussion regarding the City's Fiscal Year 2021-2022 Budget.

BACKGROUND:

The Mayor will call for a Public Hearing regarding City of Kaufman Fiscal Year 2021-2022 Budget and receive comments from the citizens.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: N/A

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☐



City of Kaufman

FY 22 Budget Public Hearing

August 23, 2021

Historical Taxable Values

Taxable value 2016	\$ 300,214,016
Taxable value 2015	\$ (296,046,435)
Increase in Value	\$ 4,167,581
Taxable value 2017	\$ 335,717,210
Taxable value 2016	\$ (300,214,016)
Increase in Value	\$ 35,503,194
Taxable value 2018	\$ 359,148,753
Taxable value 2017	\$ (335,717,210)
Increase in Value	\$ 23,431,543
Taxable value 2019	\$ 438,518,992
Taxable value 2018	\$ (359,148,753)
Increase in Value	\$ 79,370,239
Taxable value 2020	\$ 493,523,810
Taxable value 2019	\$ (438,518,992)
Increase in Value	\$ 55,004,818
Taxable value 2020	\$ 543,249,171
Taxable value 2019	\$ (493,523,810)
Increase in Value	\$ 49,725,361
Total Increase last 6 years:	\$ 247,202,736

1.4%

11.8%

7.0%

22.1%

12.5%

10.1%

Certified

6-year increase

83.5%

11.1% AVG
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Calculated Tax Rates

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue tax rate

As applicable, enter the 2021 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). \$0.7954514/\$100

Indicate the line number used: 26

Voter-Approval tax rate

As applicable, enter the 2021 voter-approval tax rate from: Line 49, Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). \$0.7483985/\$100

Indicate the line number used: 67

De minimis rate

If applicable, enter the de minimis rate from Line 72. \$0.9525251/\$100

\$.7999760

Tax Rate History				
Fiscal Year	M & O	I & S	TOTAL	Tax Rate Increase/(Decrease)
FY2019	0.5350361	0.3636148	0.8986509	(0.0007177)
FY2020	0.5479431	0.3007074	0.8486505	(0.0500004)
FY2021	0.5010897	0.3205864	0.8216760	(0.0269745)
FY2022	0.4931724	0.3068036	0.7999760	(0.0217000)

\$.0993926

Taxable Value 2021 - \$ 543,249,171

Taxable Value 2020 - \$ 493,523,810

Increase in Value - \$ 49,725,361

- 10.1% Increase in Taxable Value
- \$ increase in property tax Revenue in this budget vs. last year's budget \$ 202,035
- \$84,821 – Property Tax Revenue raised from New Property added to the Tax Roll (\$10,669,668 taxable value).
- Tax Roll Value Breakdown
 - 60% Residential
 - 40% Commercial/Industrial/Utilities

Proposed Tax Rate

- **\$.799976**

- \$.5010896 (O&M)

- \$2,423,537

- \$.3205864 (I&S)

- \$1,550,526

- \$.493172 (O&M)

- \$2,625,572

- \$.3068036 (I&S)

- \$1,633,374

Current \$3,974,063

Proposed \$4,232,327

O&M - \$202,035

I&S - \$ 82,849

TOTAL - \$284,884

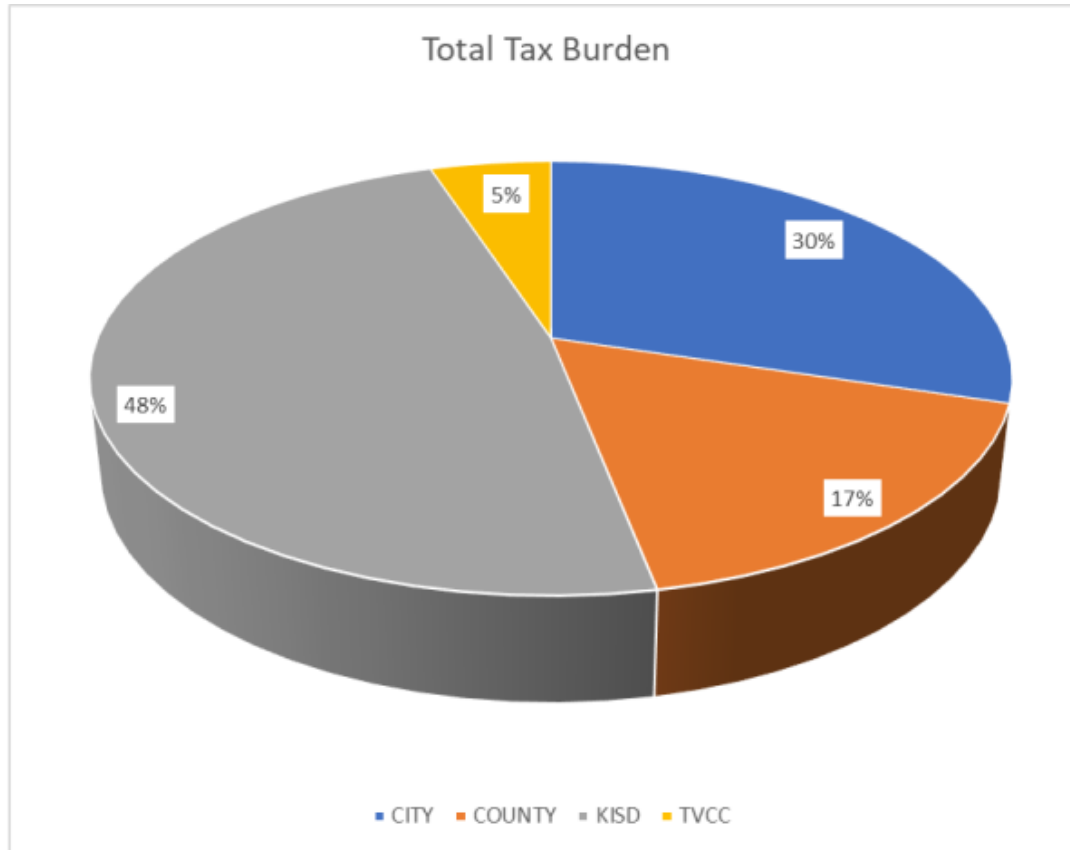
Proposed FY22 Tax Rate



Total Tax Rate Decrease = \$.0217

Total Tax Rate = \$.799976

Total Tax Rate Breakdown



AVG HOME VALUE

\$ 141,002.00

C	\$ 1,127.98
Co	\$ 650.26
KISD	\$ 1,818.93
TVCC	\$ 191.83
	\$ 3,789.00

TOTAL TAX RATE

C	\$ 0.799976
Co	\$ 0.461171
KISD	\$ 1.290000
TVCC	\$ 0.136050
	\$ 2.687197

Proposed Budget Summary			
	<u>Revenues</u>	<u>Expenditures</u>	<u>Surplus/(Deficit)</u>
General Fund	\$ 9,742,240	\$ 9,741,640	\$ 600
Utility Fund	\$ 5,333,320	\$ 5,332,900	\$ 420
Debt Service Fund	\$ 2,416,720	\$ 2,416,720	\$ -
Tourism Fund (Hotel/Motel)	\$ 45,000	\$ 42,350	\$ 2,650
Police Forfeiture Fund	\$ 13,500	\$ 2,800	\$ 10,700
TIF Fund	\$ 390,000	\$ 390,000	\$ -
Court Security Fund	\$ 3,000	\$ 3,000	\$ -
Court Technology Fund	\$ 4,040	\$ -	\$ 4,040
Equipment Replacement Fund	\$ 450	\$ -	\$ 450
Impact Fee Roadway Fund	\$ 408,595	\$ 49,585	\$ 359,010
Storm Drainage Fund	\$ 423,960	\$ 423,110	\$ 850
Water Impact Fee Fund	\$ 113,745	\$ -	\$ 113,745
Total	\$ 18,894,570	\$ 18,402,105	\$ 492,465
Grant & CIP Funds			
	<u>Revenues</u>	<u>Expenditures</u>	<u>Surplus/(Deficit)</u>
Grant Fund	\$ 58,070	\$ 57,870	\$ 200
Street Maintenance Fund	\$ 475,000	\$ 405,000	\$ 70,000
General Fund CIP	\$ 2,000,000	\$ 2,257,600	\$ (257,600)
Utility Fund CIP	\$ 1,200	\$ 950,000	\$ (948,800)
Storm Drainage Fund CIP	\$ 520,000	\$ 1,092,400	\$ (572,400)
Total	\$ 3,054,270	\$ 4,762,870	\$ (1,708,600)
Total Budgeted Including Grant & CIP		\$ 23,164,975	

Your General Fund Departmental Taxes at a Glance



Public Safety Services \$0.39

Administration \$0.08

Strategic Services \$0.14

Street Maintenance \$0.12

Development Services \$0.09

Finance \$0.05

Your General Fund Functional Taxes at a Glance



Personnel Services \$0.46

Contractual Services \$0.32

Supplies & Materials \$0.02

Capital Lease Purchases \$0.03

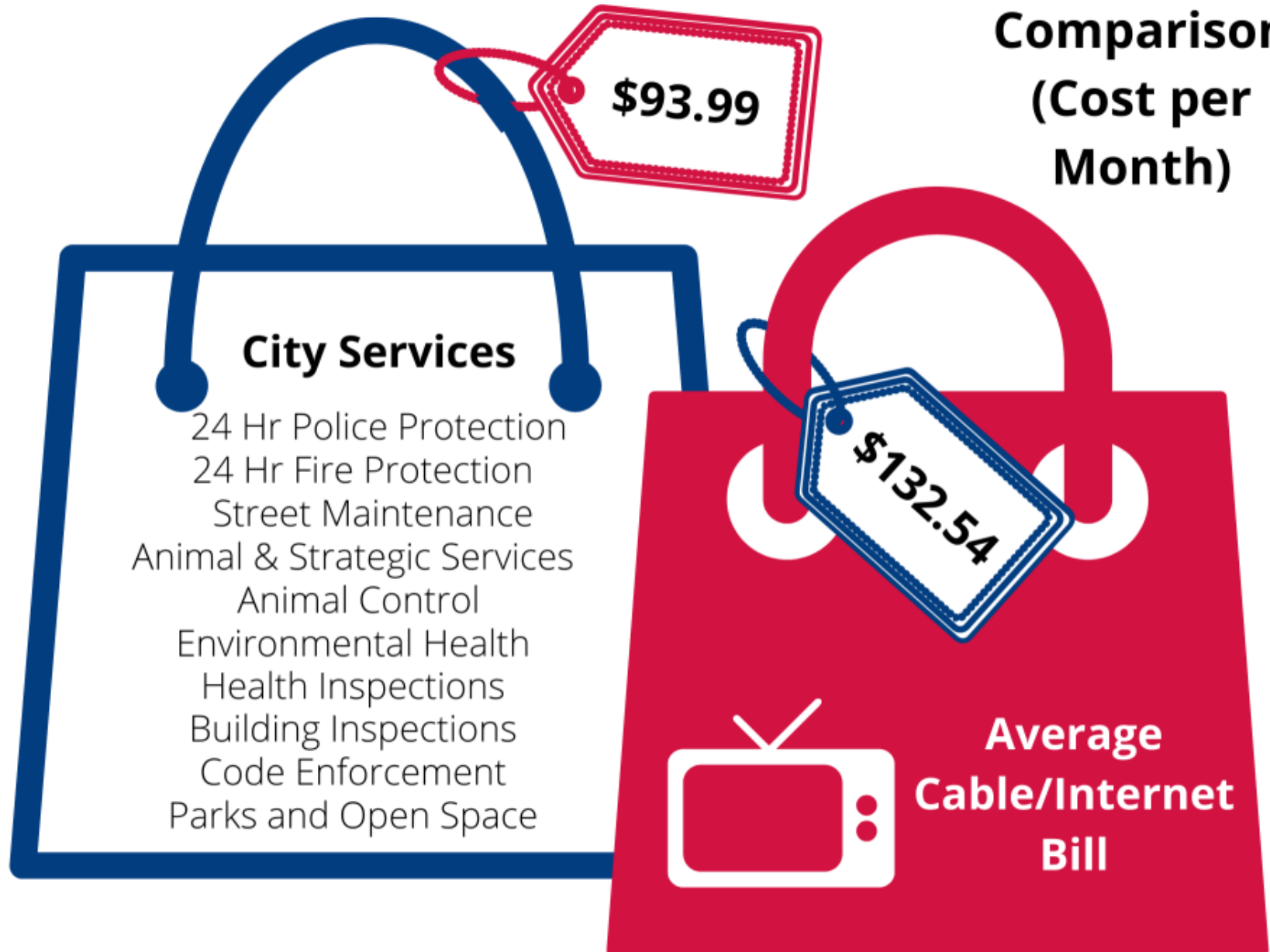
One- Time Capital Purchases \$0.11

Maintenance & Repairs \$0.03

Engineering \$0.02

Legal \$0.01

**Price
Comparison
(Cost per
Month)**



FY22 Budget Factors

- Appraised Values up \$50 million (10.1%) – Avg Home Value (\$141,002)
 - Proposed FY22 Tax Rate - **\$0.799976**
 - Proposed Tax Rate Impact in Avg Home Value
 - FY21 (\$. 8216761) - \$1158.58
 - **FY22 (\$.799976) – 1,127.98 (\$30.60 decrease)**
- GF Surplus – \$ 35,500
- New Positions
 - **Fire Captain (\$96K)**
 - **Accountant/UB Supervisor (\$65,178)**
- No Wholesale Utility Rate Increase (NTMWD)
 - Water Rate Increase (AMI & Northeast Utility Project)
 - 3% Increase = \$58,000 (volumetric rate only \$7.75 to \$7.98)
 - **Residential Impact = \$1 increase (assumes 5K consumption)**
 - Sewer Rate Increase (WWTP new operations/sludge)
 - 5% Increase = \$34,340 (\$5.78 to \$5.95) + Fixed Rate increase \$1.38
 - **Residential Impact = \$2.06**

	Residential					
	Current Water 5K Gal	Proposed Water 5K Gal	Difference Monthly Bill	Current Sewer 5K Gal	Proposed Sewer 5K Gal	Difference Monthly Bill
Forney	\$33.55	\$33.55		\$30.62	\$ 31.62	
Kaufman	\$48.98	\$49.90	\$1	\$39.74	\$41.80	\$2.06
Rockwall	\$37.50	\$37.50		\$36.04	\$ 36.04	
Sunnyvale	\$26.11	\$26.11		\$55.47	\$ 55.47	
Crandall	\$66.62	\$66.62		\$41.06	\$ 41.06	
Terrell	\$49.04	\$49.04		\$56.70	\$ 56.70	

FY22 Budget Update

- Sales Tax Projection – 13.2% Increase (\$323K)
- Sales Tax Street Maintenance Fund (\$475,000 ... \$67K increase)
- Sales Tax KEDC (\$475,000 ... 67K increase)
- Adopted Tax Rate = \$494K surplus (\$.82); \$245K (\$.79)
- Budgeted Park Development Fee - \$224K
- City Manager Contingency **(\$30K- GF; \$30K – WF)**
- Step Pay Plan Implementation w/Retention - \$220,000
- Park Maintenance
 - \$40K Increase
- Street Maintenance (\$90K)
 - Sign Replacement(\$20K)
- Health Insurance (\$640 PEPm = \$531K) – **NO INCREASE**
- City Website Redesign \$8,800
- Council Chambers Cameras - \$10K
- Civic Center Holiday Decorations - \$25K
- ARPA Water Utility Credit - \$437,500

Capital Improvement Projects

- Tabor Parkway Phase II - \$4.5M (Oct Completion)
- AMI - \$2.6M (9 mth Construction Project)
- Storm Drainage Improvements
 - 10th & Clay \$1.841M
 - Hillcrest \$458K
 - Melody Circle \$1.172M
 - Priscilla Lane \$370K
 - Shannon Park \$550K
- Northeast Utility Project
- Street Maintenance
- S. Tower Rehab
- N. Tower Rehab (CDBG Grant awarded FY23 - \$190K match)

STORM DRAINAGE PROJECTS

	Bid Prices for Hillcrest/ Priscilla/ Melody & Cost Estimate for 10th/ Clay/ Austin								Budget	
	Paving	Drainage	Water	Sewer	Total Construction	Engineering	Surveying	Inspection	Materials Testing	Total Project Cost
10th/ Clay/ Austin	\$558,000	\$1,000,000	\$250,000	\$250,000	\$2,058,000	\$174,000	\$39,000	\$68,000	\$45,000	\$2,384,000
Hillcrest	\$228,039	\$150,742	-	-	\$378,781	\$39,000	\$8,000	\$16,000	\$8,000	\$449,781
Melody Circle	-	\$1,189,547	-	\$77,594	\$1,267,141	\$100,000	\$20,000	\$40,000	\$20,000	\$1,447,141
Priscilla Lane	-	\$219,542	-	-	\$219,542	\$15,000	\$7,000	\$7,000	\$7,000	\$255,542
Owner's Contingency	\$200,000				\$200,000					\$200,000
Totals					\$4,123,464	\$328,000	\$74,000	\$131,000	\$80,000	\$4,736,464

STREET MAINTENANCE



Street Maintenance Fund Projections

2022	E. First North, West Section	\$ 62,000		\$ 475,000	\$ 70,000	\$ 291,065			
	Prairie Creek Estates	\$ 140,000							
	Lantz & Second	\$ 42,000							
	E. Fifth	\$ 63,000							
	E. Second North	\$ 72,000							
	W. Second North	\$ 26,000	\$ 405,000						
2023	E. First North, Central Section	\$ 72,000		\$ 484,500	\$ 70,000	\$ 439,565			
	E. Seago	\$ 48,000							
	S. Wilson	\$ 104,000							
	Kingsfort Pky	\$ 30,000							
	Harper St.	\$ 60,000							
	Bow St.	\$ 46,000							
	S. Madison	\$ 46,000							
			\$ 406,000						
2024	Debt Service	\$ 375,000		\$ 494,190	\$ 30,000	\$ 408,755	STREET BOND \$ 2,116,800 Royal Drive \$ 1,503,600 Crestview Street \$ 945,000 E. First North, E. Section \$ 4,565,400 TOTAL (\$6M Bond)		
	S. Dallas	\$ 180,000							
			\$ 555,000						

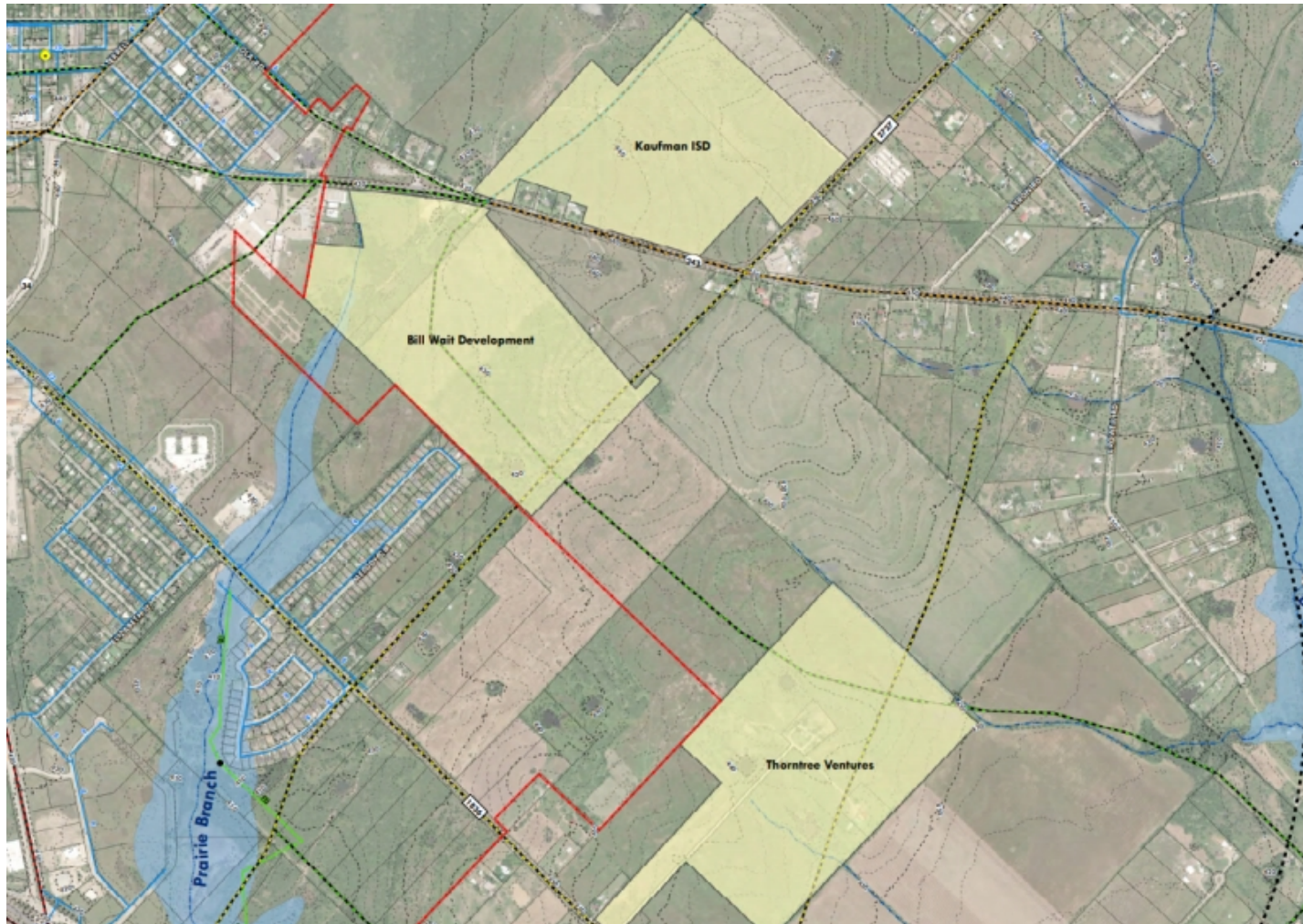
Street Maintenance Fund Projections

2025	Debt Service	\$ 375,000		\$ 504,074	\$ 30,000	\$ 942,828
	E. South	\$ 48,000				
	S. Clay	\$ 90,000				
2024.96	E. First North, West Section	\$ 179,646		\$ 475,000	\$ 25,510	\$ 37,510
			\$ 692,646			
2026	Debt Service	\$ 375,000		\$ 514,155	\$ 30,000	\$ 1,023,984
	2nd Street	\$ 48,000				
	4th Street	\$ 40,000				
			\$ 463,000			
2027	Debt Service	\$ 375,000		\$ 524,438	\$ 30,000	\$ 1,051,422
	W. Sixth	\$ 62,000				
	S. Jackson Phase 2	\$ 90,000	\$ 527,000			
2028	Debt Service	\$ 375,000		\$ 534,927	\$ 30,000	\$ 1,171,349
	W. Mulberry	\$ 30,000				
	Hampton Ct.	\$ 40,000	\$ 445,000			
2029	Debt Service	\$ 375,000		\$ 545,626	\$ 30,000	\$ 836,975
	W 1st North	\$ 62,000				
	E. First	\$ 24,000				
	Grove	\$ 449,000	\$ 910,000			

2024 STREET BOND

\$ 2,116,800 Royal Drive
 \$ 1,503,600 Crestview Street
 \$ 945,000 E. First North, East Section pt.1
 \$ 4,565,400 TOTAL

NORTHEAST UTILITY PROJECT



City of Kaufman
Water and Sewer Fund Capacity Analysis

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
FYE	Projected Revenues ⁽¹⁾	Projected Expenses ⁽²⁾	Projected Operating Income	Existing Debt Repaid by W&S Revenues	GTUA/Kaufman TWDB CWSRF Loan Debt Service ⁽³⁾	Estimated Debt Service ⁽⁴⁾ Certificates of Obligation Funding: \$4.0 mm			Total Estimated Debt Service	Projected Coverage	Excess Annual Revenues
						Principal	Interest	Total			
2022	\$ 5,333,320	\$ 4,382,520	\$ 950,800	\$ 640,844	\$ 138,535	\$ -	\$ -	\$ -	\$ 779,378	1.22X	\$ 171,422
2023	5,439,986	4,470,170	969,816	639,056	138,535	75,000	115,505	190,505	968,096	1.00X	1,720
2024	5,548,786	4,559,574	989,212	646,406	138,535	110,000	92,844	202,844	987,785	1.00X	1,428
2025	5,659,762	4,650,765	1,008,997	648,331	138,535	110,000	89,544	199,544	986,410	1.02X	22,587
2026	5,772,957	4,743,781	1,029,176	551,196	138,535	175,000	85,269	260,269	950,000	1.08X	79,177
2027	5,888,416	4,838,656	1,049,760	569,106	138,535	180,000	79,944	259,944	967,585	1.08X	82,176
2028	6,006,185	4,935,429	1,070,755	437,576	138,535	185,000	74,469	259,469	835,580	1.28X	235,176
2029	6,126,308	5,034,138	1,092,170	427,676	138,535	195,000	68,769	263,769	829,980	1.32X	262,191
2030	6,248,834	5,134,821	1,114,014	437,426	138,535	200,000	62,844	262,844	838,805	1.33X	275,209
2031	6,373,811	5,237,517	1,136,294	431,751	138,535	205,000	56,769	261,769	832,055	1.37X	304,239
2032	6,501,287	5,342,267	1,159,020	445,621	138,535	210,000	51,594	261,594	845,750	1.37X	313,270
2033	6,631,313	5,449,113	1,182,200	448,763	138,535	215,000	47,344	262,344	849,641	1.39X	332,560
2034	6,763,939	5,558,095	1,205,844	451,279	138,535	220,000	42,994	262,994	852,807	1.41X	353,037
2035	6,899,218	5,669,257	1,229,961	448,298	138,517	225,000	38,544	263,544	850,358	1.45X	379,603
2036	7,037,202	5,782,642	1,254,560	454,786	138,463	225,000	34,044	259,044	852,292	1.47X	402,269
2037	7,177,947	5,898,295	1,279,652	115,950	138,373	230,000	29,494	259,494	513,816	2.49X	765,835
2038	7,321,505	6,016,261	1,305,245	117,013	138,256	235,000	24,697	259,697	514,965	2.53X	790,280
2039	7,467,936	6,136,586	1,331,350	-	138,103	240,000	19,650	259,650	397,753	3.35X	933,597
2040	7,617,294	6,259,318	1,357,977	-	137,905	245,000	14,344	259,344	397,248	3.42X	960,728
2041	7,769,640	6,384,504	1,385,136	-	137,680	255,000	8,719	263,719	401,398	3.45X	983,738
2042	7,925,033	6,512,194	1,412,839	-	137,428	260,000	2,925	262,925	400,353	3.53X	1,012,486
2043	8,083,534	6,642,438	1,441,096	-	137,149	-	-	-	137,149	10.51X	1,303,947
2044	8,245,204	6,775,287	1,469,917	-	136,843	-	-	-	136,843	10.74X	1,333,075
2045	8,410,108	6,910,793	1,499,316	-	136,519	-	-	-	136,519	10.98X	1,362,797
2046	8,578,311	7,049,008	1,529,302	-	136,177	-	-	-	136,177	11.23X	1,393,126
2047	8,749,877	7,189,989	1,559,888	-	135,817	-	-	-	135,817	11.49X	1,424,072
2048	8,924,874	7,333,788	1,591,086	-	140,448	-	-	-	140,448	11.33X	1,450,638
2049	9,103,372	7,480,464	1,622,908	-	140,049	-	-	-	140,049	11.59X	1,482,859
Totals				\$ 9,211,153	\$ 4,053,709	\$ 3,995,000	\$ 1,040,302	\$ 5,035,302	\$ 18,300,165		

1) Based on FYE 2022 Budget; assumes 2% growth thereafter, as provided by City Staff.

2) Based on operating expenses from FYE 2022 Budget; does not include depreciation, on-going capital commitments, contingency, bad debt expense, or other one-time capital expenditures. Assumes 2% growth thereafter, as provided by City Staff.

3) TWDB Clean Water SRF Loan GTUA issued on the City's behalf. Includes on-going admin fee and other expenses of \$44,640.

4) Assumes insured BQ rates as of 07/20/21 plus 30 bps and assumes a delivery date in June of 2022. Estimated All-IN TIC is 2.25%.

Expected Development – FY22

- Marlow's Convenience Store
- Kings Fort Commercial Bldgs (10K sq ft Retail & Urgent Care Clinic)
- Lone Star Credit Union
- Konnie's Car Wash
- Kings Fort Apartments
- Georgetown Single Family Homes (x60)
- Oakdale Estates
- 2 Stand Alone Restaurants
- South Pointe Infrastructure



QUESTIONS



Meeting
Date: 8/23/2021

Date: 8/8/2021

Item #: 10.

Dept.: Development
Services

PZ Item

SUBJECT:

Consider and take appropriate action on the Site Plan of proposed Lot 1, Block 1, Juniper Pointe Addition. An apartment complex with 72 units is proposed. The 9.008-acre tract (PIDs 5373 and 5377) is generally located in the 2600 block of Tabor Parkway (AKA CR 151). The property is zoned MF-2. (Case No. SP-02-21)

BACKGROUND:

See the attached August 3, 2021 Planning and Zoning Commission Report

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

Funds Available: N/A

Source: N/A

Recommendation: The Planning and Zoning Commission on August 3, 2021 recommended approval of the Site Plan SP-02-21 on proposed Lot 1, Block 1, Juniper Pointe Addition, a 9.008-acre tract (PIDs 5373 and 5377) generally located in the 2600 block of Tabor Parkway (AKA CR 151) for an apartment complex with 72 units by a vote of 7-0.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☒	☒	☐	☒	☐



Planning and Zoning Commission Report

Meeting Date: August 3, 2021

Consent: No

Discussion/Action: Yes

SUBJECT: Consider and make a recommendation to City Council on the Site Plan of proposed Lot 1, Block 1, Juniper Pointe Addition. An apartment complex with 72 units is proposed. The 9.008-acre tract (PID#5373 and 5377) is generally located in the 2600 block of Tabor Parkway (AKA CR 151). The property is zoned MF-2. (Case No. SP-02-21)

BACKGROUND/SUMMARY:

A 5.366-acre portion of the property was rezoned from Commercial (C) to Multi-Family -2 (MF-2) on May 24, 2021. The remaining 3.642-acres was already zoned Multi-Family-2 (MF-2). The MF-2 district allows a maximum density of 24 units per acre.

The 9.008 acre (392,371 SF) site plan for Juniper Ridge Apartments is for three 3-story structures containing 72 units. The complex includes an additional 2,784 SF clubhouse and office area, a playground and a dog park. The proposed density is 7.99 units per acre. The maximum number of units allowed is 24 units per acre. The four structures contain a total building area of 102,625 SF, which is 26.1% of the lot area. There are 48 two-bedroom units and 24 three-bedroom units.

The proposed landscape/pervious area is 64% (251,501 SF) of the lot area, and the minimum required area is 20% of the site area. The development includes a detention pond area located at the front along the north-eastern property line. The existing 5 foot sidewalk is shown along Tabor Parkway.

The exterior building elevations are proposed to have a 100% masonry finish (20% brick and 80% cement board siding). The proposed building height of the four structures is 40 feet and the maximum height is 45 feet.

A six-foot masonry screening fence is required along the property line abutting the single family residential development of Meadowview Addition on Cates Drive. The applicant is proposing to provide the required 6-foot masonry screening fence at the property line starting from Lot 16 going back to Lot 10 in the Meadowview Addition

The applicant is proposing an alternative equivalent screening starting from Lot 9 to Lot 1 in the Meadowview Addition. The alternative equivalent screening is a 6-foot cedar shadow box fence (staggered pickets on each side), with a top cap and a landscape buffer area. All support posts shall be galvanized metal. A minimum 5-foot landscape buffer area with one large tree planted every 40 linear feet is the minimum alternative equivalent. The applicant proposes a 60-foot

landscape buffer area with one large tree every 40 linear feet starting from Lot 9 to Lot 1 in the Meadowview Addition. The landscape plan shows a line of 14 large trees species planted along the property line adjacent to Lots 9 through Lot 1 in the Meadowview Addition. The proposed trees include a Southern Magnolia, a Bald cypress, a Caddo Maple and a Golden Rain Tree.

The off-street parking area is proposed to be paved with reinforced concrete. The 159 off-street parking spaces provided, meets the minimum number required spaces. Eleven handicapped spaces are included in the number of spaces provided.

Typically, a subdivision is required to have two separate entrances and exits, so in case of an emergency if one entrance/exit is blocked there is another entrance/exit available. However, in this instance it is physically impossible to have two separate entrances and exits, because the property is surrounded by existing development on all sides. The Fire Department devised a compromise for the two separate entrance and exit requirement that met the spirit of the Subdivision Ordinance.

The property has 209.77 feet of frontage on Tabor Parkway, which allows room for two separate 24-foot driving lanes divided by a 5-foot median to serve as the two entrances and exits. This means the apartment complex will regularly have the northern 24-foot driving lane as the two entryway lanes and the southern 24-driving lane as the two exit way lanes. If one side or the other is ever closed due to an emergency, the other side will have enough width for two-way traffic.

SURROUNDING ZONING AND EXISTING LAND USES:

	Zoning	Existing Land Use
North:	TH	Village of Kaufman - duplexes
East:	SF-6	Single-family homes
South	MF-2 & SF-6	Undeveloped, single-family homes, The Oaks Apartments
West:	C	Brookshire's, Sonic, Post Office, Dollar General



COMPREHENSIVE PLAN:

Land Use Plan:

The 2014 Future Land Use Plan designated the land use of the subject property as Future Multi-Family (High Density). The proposed Multi-Family-2 zoning complies with the 2014 Future Land Use Plan because it allows apartments with a maximum density of 24 units per acre.

Thoroughfare Plan:

The Thoroughfare Plan designates S. Washington and Tabor Parkway as a “Type B”, Minor Arterial, requiring a right-of-way width of 100 feet.

PROPERTY OWNER RESPONSES:

Property owner notification is not a requirement of the site plan review process.

RECOMMENDATIONS:

Staff recommends approval of the Site Plan SP-02-21 for Juniper Pointe Addition for the development of a 72-unit apartment complex. The 9.008-acre tract (PID#5373 and 5377) is generally located in the 2600 block of Tabor Parkway (AKA CR 151).

ATTACHMENTS:

1. Location map
2. Site Plan

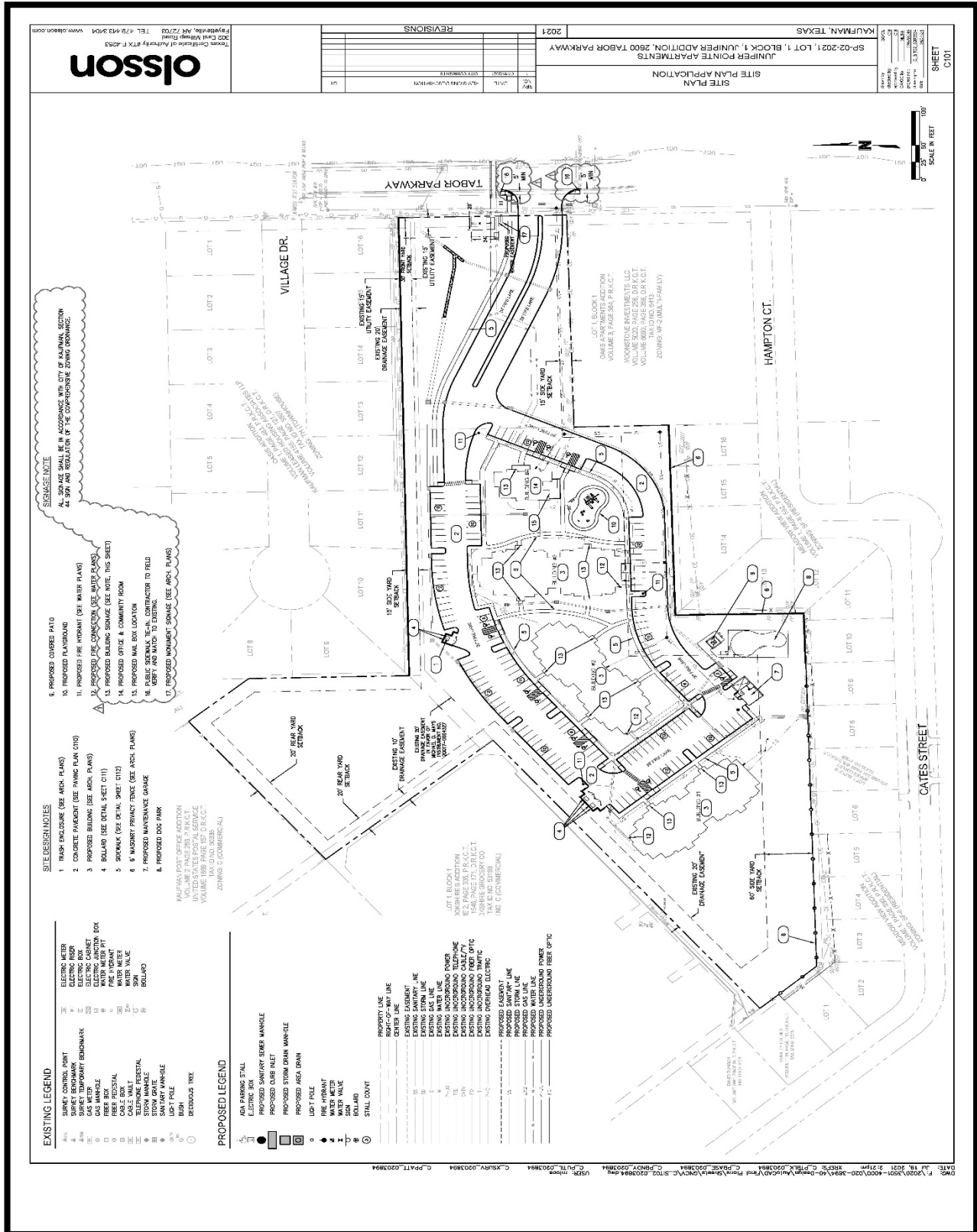
Marcy Ratcliff
Development Services
972-932-2216 ext. 117

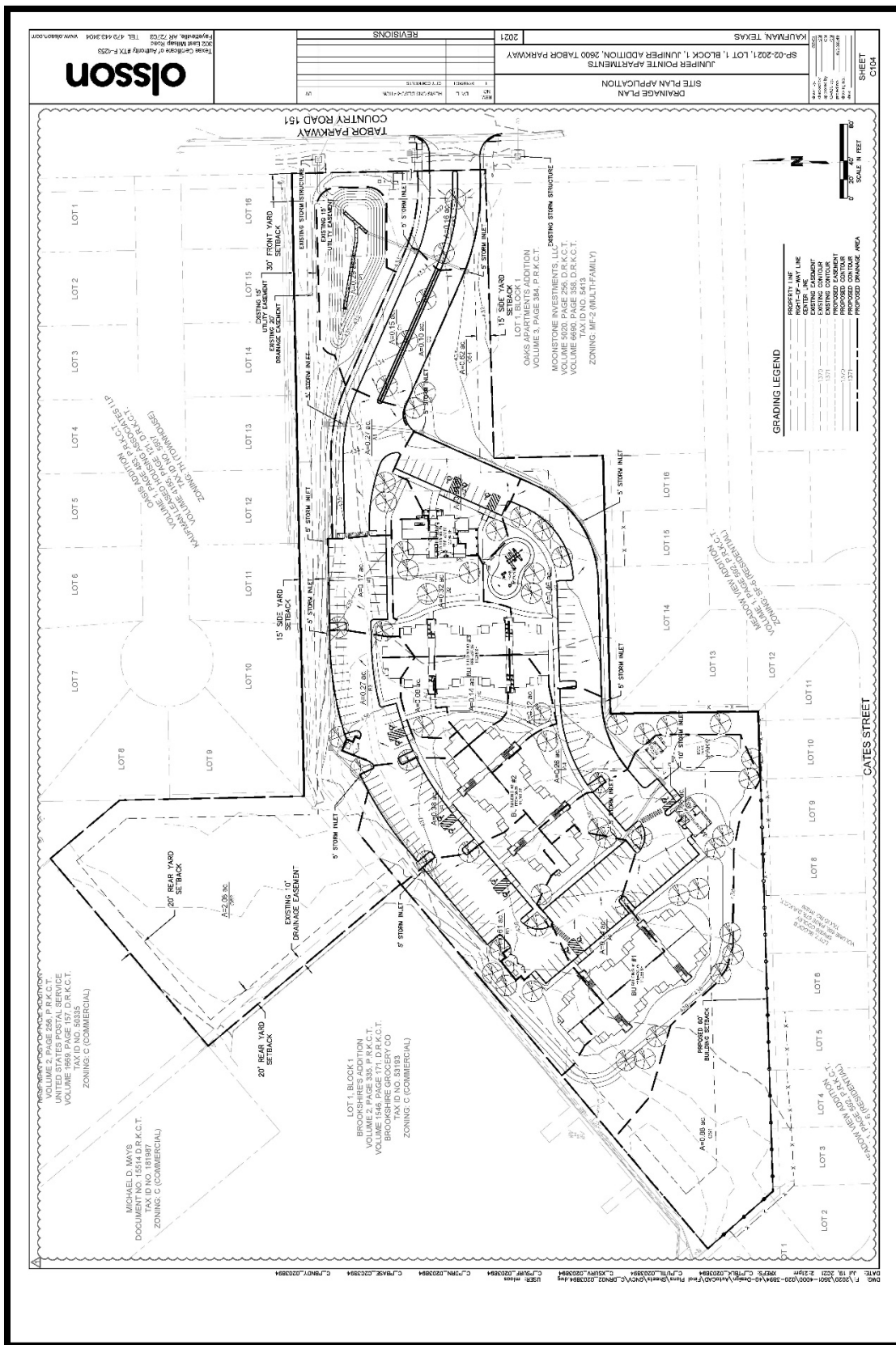
Kaufmanplanning@kaufmantx.org

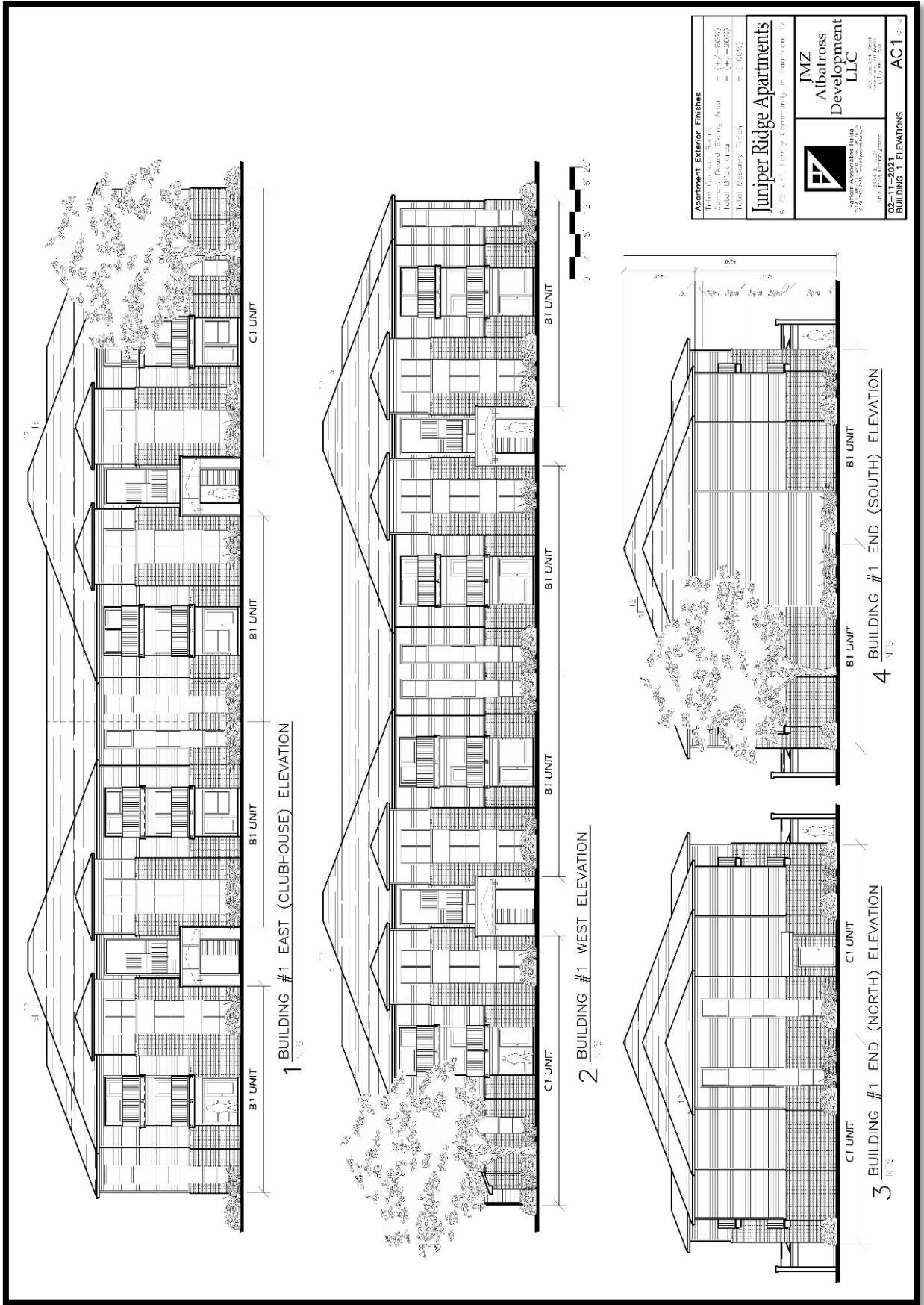
Location Map



Site Plan









Meeting
Date: 8/23/2021

Date: 8/8/2021

Item #: 11.

Dept.: Development
Services

PZ Item

SUBJECT:

Consider and take appropriate action on the Final Plat of Prairie Creek Estates, Phase 3 Addition, an approximate 17.479 acre tract (PIDs 208 and 184100) generally located in the 1800 block of Rand Road (FM 1836) in the Thomas Beedy Survey, Abstract No. 21, proposed for development to contain 63 single family residential lots and zoned as Planned Development, PD-8 and requested Variances to the 1999 Design Manual for Storm Drainage Facilities, Criteria and Design Procedures, Sections C.2.2.5, Positive Overflow and C.4.1 Hydraulic Gradient of Conduits. (Case No. FP-08-21)

BACKGROUND:

See the attached August 3, 2021 Planning and Zoning Commission Report.

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

Funds Available: N/A

Source: N/A

Recommendation: The Planning and Zoning Commission on August 3, 2021 recommended approval of the variances to the 1999 Design Manual for Storm Drainage Facilities, Criteria and Design Procedures, Sections C.2.2.5, Positive Overflow and C.4.1 Hydraulic Gradient of Conduits and FP-08-21 the Final Plat of Prairie Creek Estates, Phase 3 Addition being a 17.479-acre tract (PIDs 2208 and 184100), generally located in the 1800 block of Rand Road (FM 1836) in the Thomas Beedy Survey, Abstract No. 21 for development of 63 single family residential lots by a vote of 7-0.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☐



Meeting Date: August 3, 2021

Consent: No

Discussion/Action: Yes

SUBJECT: Consider and make a recommendation to City Council on the Final Plat of Prairie Creek Estates, Phase 3 Addition and variances to the 1999 Design Manual for Storm Drainage Facilities, Criteria and Design Procedures, Sections C.2.2.5, Positive Overflow and C.4.1 Hydraulic Gradient of Conduits. The 17.479-acre tract (PIDs 2208 and 184100) is generally located in the 1800 block of Rand Road (FM 1836) in the Thomas Beedy Survey, Abstract No. 21. The proposed development contains 63 single family residential lots. The property is zoned Planned Development -8 (PD-8). (Case No. FP-08-21)

BACKGROUND/PURPOSE:

The Preliminary Plat of Prairie Creek Estates, Phase 3 Addition was approved on November 3, 2020. The proposed Final Plat of Prairie Creek Estates, Phase 3 contains 17.479-acres with 63 residential lots. The subdivision will have two points of access: (1) Melody Drive to Rand Road and (2) Burton Street to Elizabeth Street to Rand Road. The developer shall be required to develop the entire length of Burton Street to Elizabeth Street.

The property is zoned Planned Development – 8 (PD-8) for a minimum of 8,000 square foot lots. PD-8 requires 25% of the lots to have a minimum living area of 1,250 SF and 75% of the lots to have a minimum living area of 1,400 SF. Only 11 of the existing developed lots have a living area less than 1,400 SF. There are 93 developed lots in Phases 1 and 2 of Prairie Creek Estates. The original 2002 subdivision layout was planned with Rand Road requiring only 100 feet of right-of-way and only 5 feet of right-of-way dedication being required. Phases 1 and 2 only had to dedicate 5 feet of right of way for Rand Road.

The area between Phase 2 and 3 that was proposed as a future park area back in the early 2000s was deeded to the City of Kaufman in 2009. The majority of this area is in the floodplain and is undevelopable as a typical park.

The right-of-way dedication for the extension of Sandy Knoll Drive will be by separate instrument. The City of Kaufman owns the property where the future street will be located. The final plat will note the filing information of the right-of-way dedication. Otherwise the City of Kaufman would also have to sign as a property owner.

Trinity Valley Electric Cooperative will provide electrical service. The City of Kaufman will provide water and sanitary sewer service.

REQUESTED VARIANCES TO THE 1999 DESIGN MANUAL FOR STORM DRAINAGE FACILITIES:

1. Criteria and Design Procedures, Section C.2.2.5 Positive Overflow - The approved drainage system shall provide for positive overflow at all low points. The term "positive overflow" means that when the inlets do not function properly, or when the design capacity of the conduits exceeded, the excess flow can be conveyed overland along a paved course. Normally this would mean along a street or alley, but can require the dedication of special drainage easements on private property to a minimum. ...The overflow elevation shall not be higher than 0.5 feet above the top of the curb at the low point. Artificial sags created by "seesaw" of street or alley grades will not be permitted.
 - a. **Requesting:** Allowing the emergency overflow flume to have a 4-foot concrete curbed pilot channel with the remaining portion of the emergency overflow channel in the side yard grassed area. The City Engineer, Philip Varughese, P.E. recommended approval because the drainage design meets the spirit of the Design Manual and promotes the aesthetics of the development by eliminating the need for a concrete flume in the side yard of some of the lots.
2. Criteria and Design Procedures, Section C.4.1 Hydraulic Gradient of Conduits - The hydraulic gradient for the selected conduit size shall be design to carry the design flow at an elevation not less than 1.5 feet below the curb.
 - a. **Requesting:** A waiver on the hydraulic gradient requirement. The City Engineer, Philip Varughese, P.E. recommended approval due to the existing conditions of the large offsite drainage area

THOROUGHFARE PLAN: Rand Road (FM 1836) is shown as a Minor Arterial with 3-4 lanes in the future, requiring a right-of-way 120 feet on the 2016 Kaufman County Transportation Plan. The current width of Rand Road is a variable width of 90 feet. Half of the thirty additional feet is necessary to meet the right-of-way dedication requirement. The attached plat shows a 10-foot right-of-way dedication and a 5-foot right-of-way easement for future expansion of Rand Road. The applicant requested a variance to the Kaufman County Transportation Plan to provide the 10-foot right-of-way dedication and a 5-foot right-of-way easement instead of the required 15-foot right-of-way dedication. Kaufman County Engineer Ron Sullivan, P.E., and the Kaufman County TxDOT Area Engineer Lane Selman, P.E. approved the variance request on October 31, 2020.

RECOMMENDATIONS:

Staff recommends approval of the Final Plat of Prairie Creek Estates, Phase 3 Addition (Case No. FP-08-21)

ATTACHMENTS:

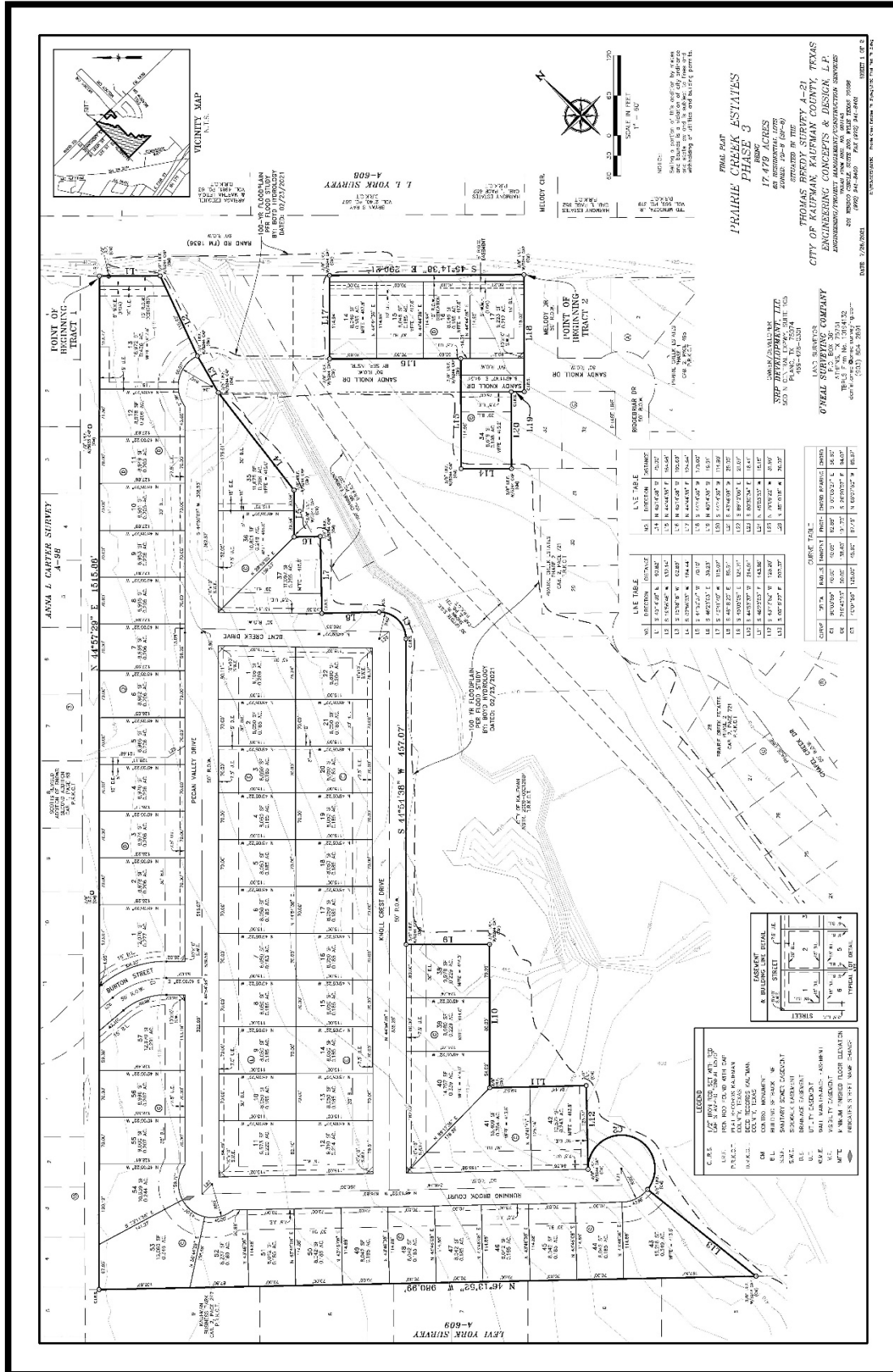
1. Location Map
2. Final Plat of Prairie Creek Estates, Phase 3 Addition
3. Letter from the Engineer of Record explaining variance requests in layman's terms
4. Letter from the Engineer of Record explaining variance requests in engineering terms.
5. Map showing the location of the variance requests

Marcy Ratcliff
Development Services Director
972-932-2216 ext. 117 Kaufmanplanning@kaufmantx.org

Location Map



Final Plat of Prairie Creek Estates, Phase 3



OWNER'S CERTIFICATE AND DEDICATION

WHEREAS, THE PROPERTY, BEING THE CORNER OF 1740' ACRES OF LAND LOCATED IN THE "THOMAS BEEDY SURVEY A-21, CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS, SAID 1740' ACRES BEING DESCRIBED AS FOLLOWS:

BEING 1740' ACRES OF LAND LOCATED IN THE "THOMAS BEEDY SURVEY A-21, CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS, SAID 1740' ACRES BEING DESCRIBED AS FOLLOWS:

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BEING 1740' ACRES OF LAND LOCATED IN THE "THOMAS BEEDY SURVEY A-21, CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS, SAID 1740' ACRES BEING DESCRIBED AS FOLLOWS:

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, That I, David E. Jones, Surveyor, do hereby certify that I prepared this plat from an original and accurate survey of the land and lot corner measurements shown thereon, and that I am a duly licensed Surveyor of the State of Texas, and that I am duly qualified to perform the duties of a Surveyor of the State of Texas.



IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Dallas, Texas, this 1st day of May, 2021.

DAVID E. JONES
SURVEYOR
CITY OF KAUFMAN

My commission expires on the 1st day of May, 2023.

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Letter from the Engineer of Record explaining variance requests in layman's terms



1600 N Collins, Suite 3300
Richardson, Texas 75080

tel: 972-941-8400
fax: 972-941-8401

July 8, 2021

Marcy Ratcliff
Development Services Director
City of Kaufman
Kaufman, Texas

RE: Prairie Creek Estates, Phase 3
Variance Request
ECD Project #: 02150

Mrs. Ratcliff,

We have completed our design on the drainage for Prairie Creek Estates and we have addressed the city engineer's concerns. Therefore, we are requesting a variance to the following City of Kaufman Drainage Design Manual criteria items.

We are requesting a waiver on the hydraulic gradient requirement in the drainage ordinance. The subdivision finish floor elevations are still designed with all of the lots a minimum of 2.5 feet above the 100-year flood elevation. We as the engineers believe that our design meets the intent of the ordinance and sound engineering design practices.

Our second request is allowing our emergency overflow flume to have a 4-foot concrete curbed pilot channel with the remaining portion of the emergency overflow channel in side yard grassed area. This area will provide conveyance for the 100-year storm and meet all safety and freeboard requirements.

We request these waivers due to unavoidable existing conditions. The first request is driven by existing starting flood elevations from the large offsite drainage area. Any local runoff will have passed thru the designed drainage system long before the peak offsite runoff occurs. The second request promotes the aesthetics of the development. We don't wish to burden the homeowners to have a wide swath of concrete in their side yard to carry an emergency overflow when it can be carried in the smaller channel and grassed side yard area just as well without erosion issues. We hope this resolves these concerns the review engineer has with our design.

Let us know if you have any questions or concerns.

Chuck Lamping, P.E.

Chuck Lamping, P.E.
Engineering Concepts & Design, L.P.

Letter from the Engineer of Record explaining variance requests in engineering terms



1600 N Collins, Suite 3300 | tel: 972-941-8400
Richardson, Texas 75080 | fax: 972-941-8401

June 4, 2021

Philip C. Varughese, P.E.
Teague Nall and Perkins, Inc.

RE: Prairie Creek Estates, Phase 3
Variance Request
ECD Project #: 02150

Mr. Varughese,

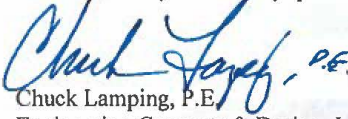
We have completed our design on the drainage for Prairie Creek Estates. We are requesting a variance to the following City of Kaufman Drainage Design Manual criteria items.

We have designed the drainage system using the 10-year coincidental storm event where applicable. However, due to the inefficient channel flow areas and the sizeable offsite drainage shed of the existing creek, the difference in water surface between the 10-year and 100-year storm events is less than a foot in most cross sections. The starting water surface elevation has pushed our hydraulic grade line above the City of Kaufman's guideline of 1.5 feet below the top of curb at several inlets. In our design the theoretical hydraulic grade line would not be above the gutter elevation in all cases but one which would be 0.07 feet above the gutter elevation in a 100-year event. The subdivision has been designed with all of the lots a minimum of 2.5 feet above the 100-year flood elevation with the majority over 3 feet. Positive overflow from a drainage system failure would drain directly to the creek. The alternate resolution would result in raising the subdivision elevation a minimum of 1-foot, which would create numerous other issues as the subdivision is already above the surrounding property. We are requesting a waiver of the 1.5' minimum HGL elevation difference that the design manual requires and the project be approved as designed. We as the engineers believe that our design meets the intent of the ordinance and sound engineering design practices.

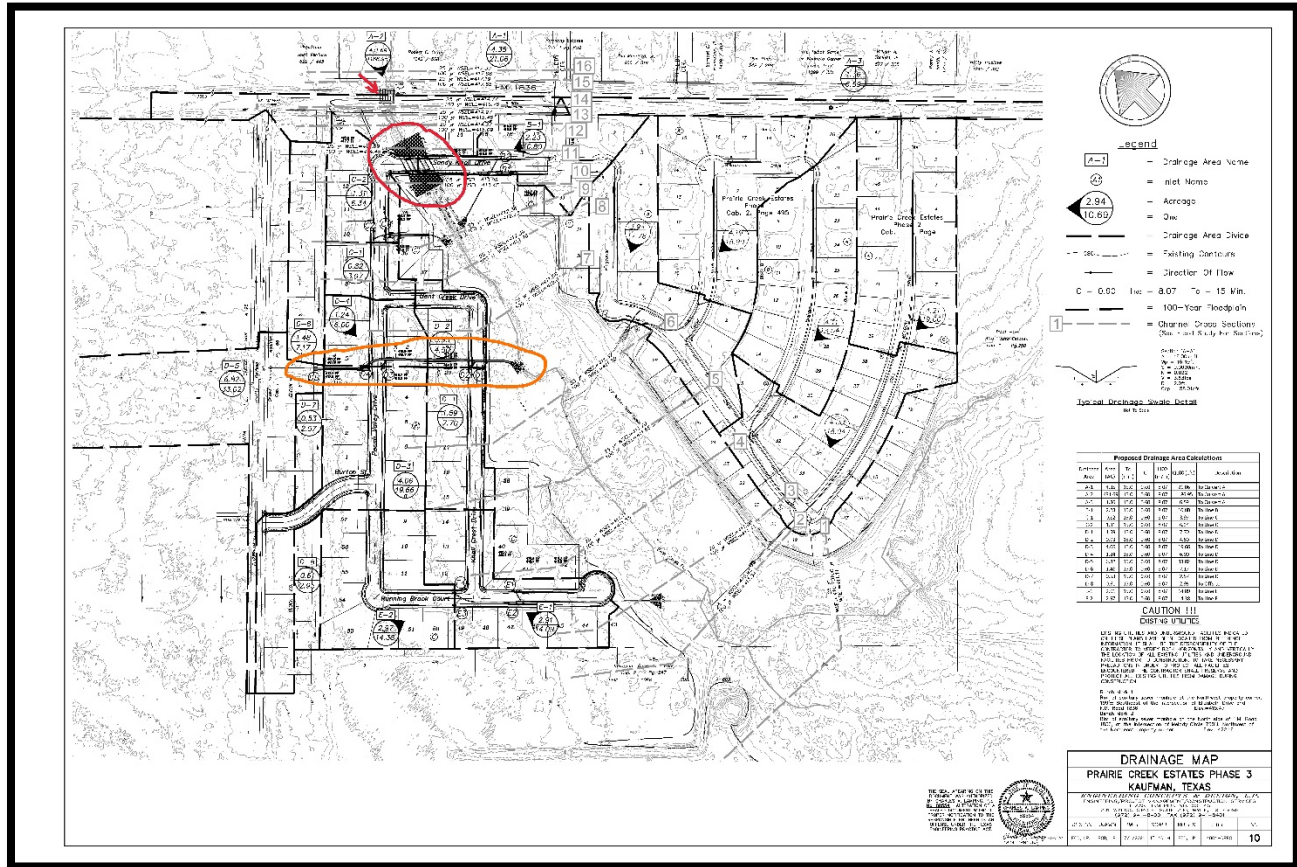
Our second request is allowing our emergency overflow flume to have a 4-foot concrete curbed pilot channel with the remaining portion of the emergency overflow channel in side yard grassed area. The channel will provide conveyance for the 100-year storm and meet the adequate freeboard criteria. The alternate would be an 8-foot-wide concrete channel between houses which would be undesirable to home owners.

We request these waivers due to unavoidable existing conditions and hope this resolves these concerns the review engineer has with our design.

Let us know if you have any questions or concerns.


Chuck Lamping, P.E.
Engineering Concepts & Design, L.P.

Map showing the location of the variance requests





Meeting
Date: 8/23/2021

Date: 8/12/2021

Item #: 12.

Dept.: Development
Services

Action Item

SUBJECT:

Consider and take appropriate action on the Prairie Creek Estates, Phase 3 Subdivider's Agreement.

BACKGROUND:

The Prairie Creek Estates, Phase 3 Subdivider's Agreement provides a performance bond, payment bond and maintenance bond equal to 100% of the value of the construction costs for all public improvements and facilities to be constructed by the developer of the subdivision. The grand total of all the proposed public improvements is \$1,933,080.20. The developer agrees to pay a 3% Community Facilities inspection fee in the amount of \$57,922.41.

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

Funds Available: N/A

Source: N/A

Recommendation: Staff recommends approval of the Prairie Creek Estates, Phase 3 Subdivider's Agreement.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☒	☒	☒	☐	☐

PRAIRIE CREEK ESTATES, PHASE 3 SUBDIVIDER'S AGREEMENT

An AGREEMENT between the City of Kaufman, Texas (hereinafter referred to as the "CITY") and SRP DEVELOPMENT LLC acting by and through its duly authorized representative (hereinafter referred to as the "DEVELOPER"), for the installation of public improvements and facilities within the CITY limits of Kaufman, Texas, for Phase 3 of Prairie Creek Estates, more particularly described as a tract of land consisting of approximately 17.480 acres of land, and for the installation of a portion of the public improvements and facilities, consisting of approximately 5 acres of land, hereinafter being referred to collectively as the "PROJECT," and such public improvements being more particularly described in Section II of this AGREEMENT. It is understood by and between the parties that this AGREEMENT is applicable to the lot(s) contained within the Final Plat as presented to and approved by the Planning and Zoning Commission on August 3, 2021 and the City Council on August 23, 2021 and to the offsite improvements necessary to support the PROJECT, more particularly described in Section II of this AGREEMENT. It is further agreed that this AGREEMENT, when properly signed and executed, shall satisfy the requirements of the CITY'S Subdivision Regulations.

I. GENERAL REQUIREMENTS

- A. It is agreed and understood by the parties hereto that the DEVELOPER has employed a registered public surveyor licensed to practice in the State of Texas to prepare a final plat of the PROJECT.

The Project is planned to be platted for 17.480 acres together with allowed incidental and accessory uses. The Project has received preliminary plat approval from the City.

- B. It is agreed and understood by the parties hereto that the DEVELOPER has employed a civil engineer licensed to practice in the State of Texas for the design and preparation of the plans and specifications for the construction of all public improvements and facilities described in Section II and covered by this AGREEMENT. Unless otherwise specified herein, such plans and specifications shall be in accordance with the CITY'S "Design Standards for Paving, Drainage and Utility Improvements" and the North Central Texas Council of Governments' (NCTCOG) Standard Specifications for Public Works Construction, as presently adopted.
- C. The DEVELOPER shall award its own construction contract for the construction of all PROJECT street, sanitary sewer, and other drainage public improvements and facilities for the completion of the Project. The DEVELOPER agrees to employ a construction contractor(s) who is approved by the CITY, said contractor(s) to meet CITY and statutory requirements for being insured, licensed and bonded to perform work in public rights-of-way

and to be qualified in all respects to bid on public streets and public projects of a similar nature. The DEVELOPER agrees to submit contract documents to the CITY and participate in a pre-construction meeting with the CITY and all Developer contractors.

- D. Prior to the execution of this Agreement, the commencement of construction, the filing of the Final Plat, or the issuance of any building permits, the DEVELOPER shall present to the CITY a performance bond(s), payment bond(s) and maintenance bond(s), meeting the requirements of Chapter 2253 of the Texas Government Code. Each bond shall individually guarantee and agree to pay an amount equal to one hundred percent (100%) of the value of the construction costs (as determined by the CITY Engineer) for all public improvements and facilities to be constructed by or on behalf of the Developer for the Project. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the CITY, through the City Attorney, shall retain the right to reject any surety company as a surety for any work under this or any other SUBDIVIDER'S AGREEMENT regardless of such Company's authorization to do business in Texas. Approvals by the CITY shall not be unreasonably withheld or delayed.
- 1) As an alternative to providing a surety bond for performance and a surety bond for maintenance as specified hereinabove, Developer may provide financial assurances for performance and maintenance in the form of a cash deposit, a certificate of deposit, or irrevocable letter of credit. Provided however, that such alternative financial assurances shall only be allowed if each meets all requirements specified in Section 76.2 of the City of Kaufman Subdivision Regulations. All such alternative financial assurances must be on forms approved by the City Attorney.
 - 2) As an alternative to the Developer providing a performance bond, payment bond, and maintenance bond, as specified above, Developer may provide financial assurances for performance, payment and maintenance from a single general contractor for the Project, provided that such assurances meet all other requirements specified hereinabove and the City is named as a dual obligee on each such bond. Additionally, such alternative financial assurances shall only be allowed if each meets all requirements specified in Section 7.2 of the City of Kaufman Subdivision Regulations. All such alternative financial assurances must be on forms approved by the City Attorney.
- E. The performance bond(s) shall be submitted in statutory form guaranteeing the full and faithful completion of the facilities and improvements required under this Agreement for completion of the PROJECT to the CITY and provide for payment to the CITY of such amounts up to the total remaining amounts required for the completion of the PROJECT if the work is not completed as

required hereunder.

- F. The payment bond(s) shall be submitted in statutory form guaranteeing payment of all labor and material costs of the Project and shall be furnished solely for the protection of all claimants supplying labor and material in the performance of the work provided for under this AGREEMENT. The maintenance bond(s) shall guarantee the payment of any and all necessary maintenance of the Project for a period of two (2) years following acceptance of the public improvements and facilities by the CITY, in an amount equal to one hundred (100%) percent of the value of the construction costs of all the public improvements and facilities to be constructed under this Agreement in respect to the Project.
- G. Any guarantee of performance, maintenance, or payment instrument (e.g., performance bond, payment bond, maintenance bond, letters of credit, and/or cash deposit or the like) (individually a "Guarantee" or collectively the "Guarantees") submitted by or through the DEVELOPER on a form other than the one which has been previously approved by the CITY as "acceptable" shall be submitted to the City Attorney at the DEVELOPER'S expense, and construction of the Project shall not commence until the City Attorney has approved such Guarantees. Approval by the CITY (and the City Attorney) shall not be unreasonably withheld or delayed. All such Guarantees shall be maintained in full force and effect until such time as the DEVELOPER has fully complied with the terms and conditions of this AGREEMENT as agreed to in writing by the CITY, and failure to keep same in force and effect shall constitute a breach of this AGREEMENT. Failure to maintain performance and payment Guarantees meeting the requirements of this AGREEMENT shall result in a stop work order being issued by the City. Additionally, all Guarantees furnished hereunder which expire prior to the completion of construction or applicable warranty periods shall be renewed in amounts designated by the CITY and shall be delivered to the CITY and approved by the CITY on or before the tenth (10th) banking day before the date of expiration of any then existing Guarantee. If the DEVELOPER fails to deliver any Guarantee to the CITY within the time prescribed herein, such failure shall constitute a breach of this AGREEMENT and shall be a basis for the CITY to draw on all or any portion of any existing Guarantee in addition to any or all other remedies available to the CITY. The DEVELOPER further agrees to release and forever hold the CITY harmless from any losses, damages and/or expenses incurred by the DEVELOPER for any delays due to the CITY'S review of any Guarantee which is in a form other than one which has been previously approved by the CITY. The CITY requires the DEVELOPER to have all Guarantee forms approved prior to the commencement of work and construction of improvements.
- H. It is further agreed and understood by the parties hereto that upon acceptance thereof by the CITY of all public improvements and facilities as described in

Section II of this Agreement, title to all such improvements and facilities shall be vested in the CITY, and the DEVELOPER hereby relinquishes any right, title, or interest in and to such improvements and facilities or any part thereof. It is further understood and agreed that until the CITY accepts such improvements and facilities, the CITY shall have no liability or responsibility with respect thereto. Acceptance of the improvements and facilities shall occur at such time as the CITY, through its CITY Engineer, provides the DEVELOPER with a written acknowledgment that all improvements and facilities are complete, have been inspected and approved and are being accepted by the CITY.

- I. The DEVELOPER'S Engineer has prepared detailed estimates of ~~\$756,759.64~~ **ONE MILLION NINE HUNDRED THIRTY-THREE THOUSAND EIGHTY-ONE DOLLARS (\$1,933,081.00)** and the CITY Engineer has approved an estimate of \$1,933,080.20 for the cost of public improvements and facilities for the Project. The detailed cost estimates are a part of this AGREEMENT and are attached hereto as "Attachment A" and incorporated herein. The CITY shall not accept any construction improvements outside of the Project and the two (2) year warranty for such improvements shall not commence until all construction activities are completed and accepted by the CITY.
- J. Upon CITY'S approval and acceptance of the final plat and the engineering plans, the final plat will be recorded with the County Clerk of Kaufman County. No building permits will be issued in for any lots on/in the Project until the final plat is filed and the public improvements and facilities specified herein are completed and accepted by the CITY.
- K. The DEVELOPER, DEVELOPER'S contractors (prime, general and major subcontractors) and CITY, as well as any other third party deemed necessary by the City, shall participate in a pre-construction conference prior to the initiation of any work. At or prior to the pre-construction meeting, Developer shall provide the CITY with the following documents: 1) Two (2) copies of all executed construction contracts; 2) List of all contractors/subcontractors and their project assignments; 3) Five (5) sets (and additional sets as necessary for any contractors) of approved construction plans and specifications. This list of contractors/subcontractors shall be updated within seven days of any changes. The DEVELOPER agrees to give the CITY at least twenty-four (24) hours prior written notice of his/her intent to commence construction of all public improvements and facilities, so that the CITY, if it so desires, may have its representatives available to inspect the beginning and continuing progress of all work. Developer shall submit all documentation evidencing that each of the Guarantees required under this Agreement have been provided and all required insurance has been obtained prior to the pre-construction meeting.
- L. The DEVELOPER agrees to notify all contractors and subcontractors working on the PROJECT that all their work is subject to inspection by a CITY Inspector

at any time, and that such inspection may require a certification by the contractors and subcontractors of the type, kind, and quality of materials used on the PROJECT.

- M. Should any work or construction of improvements or facilities on the PROJECT which has not been contemplated in the current construction documents (plans and specifications), the plat, or this AGREEMENT, become necessary due to site conditions, then the DEVELOPER shall be required to contact in writing (with a copy to the City of Kaufman), with the CITY Engineer to determine how such work or construction should progress. The DEVELOPER further agrees to follow all reasonable recommendations and requirements imposed by the CITY Engineer in such instance. (Addresses for points of contact are as follows:)

City of Kaufman	Teague, Nall & Perkins (TNP) City Engineer
Mike Slye, City Manager	Philip Varughese, P.E.
PO Box 1168	5327 Riverside Drive Ste 100
Kaufman, TX 75142	Fort Worth, TX 76137
Phone: 972-932-2216; ext. 447	Phone: 817-336-5773
Fax: 972-932-0307	Fax: 817-336-5773
Email: mslYE@kaufmantx.org	Email: pvarughese@tnpinc.com

- N. The DEVELOPER agrees to cause all work and construction of improvements and facilities to be stopped upon twenty-four (24) hour notification from the CITY Engineer of nonconforming improvements, including the materials used and the methods of installation. The DEVELOPER further agrees to correct all non-conformities in accordance with the CITY Engineer's instructions.
- O. The DEVELOPER is encouraged not to convey title of any lots of the PROJECT, until all construction in respect to the PROJECT required in Section II is complete and the CITY has approved and accepted the work and improvements in respect thereof. The DEVELOPER understands that the CITY will issue no building permits for improvements on any lot in the Project until all public improvements and facilities in respect to the Project are completed in accordance with this Agreement. Further, DEVELOPER agrees to inform all persons or entities purchasing the lots or any interest in the lots that CITY will not issue any building permits until all public improvements and facilities are completed in accordance with this Agreement.
- P. After completion and prior to acceptance of all work, the DEVELOPER must

furnish to the CITY an affidavit of all bills paid.

II. PUBLIC IMPROVEMENTS AND FACILITIES TO BE CONSTRUCTED

A. Phase 1. The following public improvements and facilities to be constructed as part of the Project shall be completed in accordance with the approved plans and specifications as described in Attachment "BA":

1. Street Paving – Streets shall be built to City standards.
2. Storm Sewer & Storm Drainage System
3. Water Distribution System
4. Sanitary Sewer System
5. Masonry Screening Wall along Rand Road (FM 1836). The masonry screening wall shall be maintained by the DEVELOPER, and/or subsequent property or homeowner's association as applicable.
6. Signs
7. Driveways and Walkways – The DEVELOPER shall be responsible for the construction of sidewalks, handicap ramps and pathways as required in the City Ordinance.
8. Lights – Street lights shall be as designated on street light layout plan approved by the City and submitted to TVEC.

B. Other.

1. Bench marks to be located as shown on the approved plans.
2. Upon completion, three (3) sets of as-builts/record drawings and one (1) set of reproducible (Mylar) drawings shall be submitted to the CITY within two (2) months following the acceptance of the public improvements and facilities.

3. Testing

The Developer shall provide all geotechnical and materials tests required by the CITY Engineer and CITY Inspector at the DEVELOPER'S sole cost and expense. Such tests shall be conducted by an independent laboratory acceptable to the City. All test results must be submitted and approved by the City Engineer prior to the acceptance of the Public Improvements and facilities

4. Permits

The DEVELOPER will pay a Community Facilities inspection fee in the amount of **FIFTY-SEVEN THOUSAND NINE HUNDRED TWENTY-TWO AND FORTY-ONE/HUNDREDTHS DOLLARS \$57,922.41 (3% of \$1,933,080.20)** to cover the cost of CITY inspection fees as related to the

construction of the Project. The Developers may be obligated to pay other CITY fees as set forth in the CITY'S Schedule of Fees, as may be amended from time to time. The DEVELOPER will be responsible for obtaining any other permits which may be required by other federal, state or local authorities.

5. Planned Development District No. 8.

Developer shall construct and maintain all improvements in accordance with the CITY approved Planned Development District No.8 and all CITY approved amendments thereto.

III. GENERAL PROVISIONS

- A. The DEVELOPER agrees to furnish and maintain at all times prior to the CITY'S final acceptance of the public improvements and community facilities for the Project, an owner's protective liability insurance policy naming the CITY as insured for property damage and bodily injury in the amounts. Coverage shall be on an "occurrence" basis and shall be issued with a combined bodily injury and property damage minimum limit of \$500,000 per occurrence and \$1,000,000 aggregate.
- B. Exclusive venue of any action brought hereunder shall be in Kaufman, Kaufman County, Texas.
- C. Approval by the CITY Engineer of any plans, designs or specifications submitted by the DEVELOPER pursuant to this AGREEMENT shall not constitute or be deemed to be a release of the responsibility and liability of the DEVELOPER, his engineer, employees, officers or agents with respect to the construction of any of the PROJECT'S improvements or facilities, or for the accuracy and competency of the PROJECT'S improvements and facilities design and specifications prepared by the DEVELOPER'S consulting engineer, his officers, agents, servants or employees, it being the intent of the parties that the approval by the CITY Engineer signifies the CITY'S approval on only the general design concept of the improvements and facilities to be constructed. The DEVELOPER shall release, indemnify, defend and hold harmless the CITY, its officers, agents, servants and employees, from any demands, actions, causes of action, obligations, loss, damage, liability or expense, including attorney's fees and expenses, on account of or with respect to damage to property and injuries, including death, to any and all persons which may arise out of or result from any defect, deficiency or negligence in the construction of the PROJECT'S public improvements and facilities or with respect to the DEVELOPER'S Engineer's designs and specifications incorporated into any improvements and facilities constructed in accordance therewith, and the DEVELOPER shall defend at his own expense any suits or other proceedings brought against the CITY, its officers, agents, servants or

employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred or rendered against them or any of them in connection herewith. All responsibility and liability for drainage to adjacent and downstream properties from development of this PROJECT will accrue to the DEVELOPER.

- D. Liability for construction. The DEVELOPER, its successors, permittees, permitted assigns, vendors, grantees and/or trustees do hereby fully release and agree to indemnify, hold harmless and defend the CITY, its officers, agents, servants and employees from all losses, damage liabilities, claims, obligations, penalties, charges, costs or expenses of any nature whatsoever, for property damage, personal injury or death, resulting from or in any way connected with this contract or the construction of the improvements or facilities or the failure to safeguard construction work, or any other act or omission of the DEVELOPER or its contractors or subcontractors, their officers, agents, servants or employees related thereto.
- E. Final Acceptance of Infrastructure. The CITY will not issue a Letter of Acceptance until all public facilities and improvements are completely constructed (Final Completion) to the satisfaction of the CITY Engineer or his agent. However, upon Substantial Completion, a "punch list" of outstanding items shall be presented to the Developer's contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the Improvements.
- F. Neither this Agreement nor any part hereof or any interests, rights, or obligations herein, shall not be assigned by the DEVELOPER without the express written consent of the CITY Council.
- G. All work performed under this AGREEMENT shall be completed within six months from the date hereof. In the event the work is not completed within the six (6) month period, the CITY may, at its sole election, draw down or otherwise exercise its rights under or with respect to any Guarantee provided by the DEVELOPER and complete such work at DEVELOPER'S expense; provided, however, that if the construction under this AGREEMENT shall have started within the six (6) month period, the CITY may agree to renew the AGREEMENT with such renewed AGREEMENT to be in writing and in compliance with the CITY policies in effect at that time. Notwithstanding the foregoing, in the event that the performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, or sovereign conduct, then upon written notice of such occurrence, such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to

the occurrence.

- H. This Subdivider's AGREEMENT shall be construed in accordance with the City of Kaufman, Texas Subdivision Regulations and all other applicable ordinances. Any conflicts between the provisions of this Subdivider's AGREEMENT, the CITY'S Subdivision Regulations, City Ordinances, and State and Federal law, shall be construed in favor of the City's ordinance(s) as allowed by law, subject to Chapter 245 of the Local Government Code. To the extent that any such conflict exists, only that portion of the Subdivider's AGREEMENT which is in conflict shall be severable from the other provisions of the AGREEMENT, and such conflict shall in no manner affect the validity or enforceability of the remaining provisions.
- I. All rights, remedies and privileges permitted or available to the CITY under this AGREEMENT or at law or equity shall be cumulative and not alternative, and election of any such right, remedy or privilege shall not constitute a waiver or exclusive election of rights, remedies or privileges with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by the City in the enforcement of any such right, remedy or privilege, shall not constitute a waiver of such right, remedy or privilege by the City. A default under this Agreement by the CITY shall not result in a forfeiture of any rights, remedies, or privileges under this Agreement by the CITY.

Remainder of Page Intentionally Blank

SIGNED AND EFFECTIVE on the date last set forth below.

DEVELOPER: SRP DEVELOPMENT, LLC

Date: _____

By: _____
J. Crockett Boney
Sole Managing Member

CITY OF KAUFMAN:

Date: _____

By: _____
Jeff Jordan, Mayor
City of Kaufman, Texas

ATTEST:

APPROVED AS TO FORM:

Jessie Hanks, City Secretary
City of Kaufman, Texas

Patricia A. Adams, City Attorney
City of Kaufman, Texas

Exhibit "A"
Prairie Creek Estates, Phase 3 Addition
Public Improvement Cost Estimates

Contractor Proposal for Construction				
On-Site Item Description	Quantity	Unit	Unit Price	Total Cost
Grading - Site Work - Clearing & Grubbing	17.48	AC	\$ 1,000.00	\$ 17,480.00
Grading - Site Work - Tree Removal & Disposal	1.00	LS	\$ 5,000.00	\$ 5,000.00
Grading - Dirt Work - On-site Balanced Cut and Fill (Uncl. Exc.)	24,900.00	CY	\$ 1.85	\$ 46,065.00
Grading - Dirt Work - Swale and Fine Grade Lots	63.00	EA	\$ 100.00	\$ 6,300.00
Grading - Dirt Work - Rough Lot Benching	63.00	EA	\$ 100.00	\$ 6,300.00
Alternate Bid Items				
Grading - Dirt Work - Moisture Conditioning - 5' Deep	63.00	EA	\$ 1,000.00	\$ 63,000.00
Grading - Dirt Work - 6 mil Poly Membrane	63.00	EA	\$ -	-
Erosion Control - Miscellaneous - Stabilized Construction Entrance/Exit	1.00	EA	\$ 1,700.00	\$ 1,700.00
Erosion Control - Inlets - Curb Inlet Protection - Complete	11.00	EA	\$ 160.00	\$ 1,760.00
Erosion Control - Drainage - Rock Check Dam - Each	3.00	EA	\$ 1,000.00	\$ 3,000.00
Erosion Control - Drainage - Silt Fence - NO Wire	7,500.00	LF	\$ 1.50	\$ 11,250.00
Erosion Control - Drainage - Silt Fence - With Wire Backing	6,400.00	LF	\$ 1.70	\$ 10,880.00
Erosion Control - Drainage - Curlex - 4'	7,600.00	LF	\$ 0.67	\$ 5,092.00
Erosion Control - Grassing - Seeding - Square Yard	70,000.00	SY	\$ 0.10	\$ 7,000.00
Erosion Control - Miscellaneous - Maintenance	63.00	LOT	\$ 75.00	\$ 4,725.00
Erosion Control - Miscellaneous - Sales Tax	1.00	LS	\$ 3,400.00	\$ 3,400.00
Storm - RCP - Class III - 18"	50.00	LF	\$ 47.00	\$ 2,350.00
Storm - RCP - Class III - 21"	519.00	LF	\$ 52.00	\$ 26,988.00
Storm - RCP - Class III - 24"	159.00	LF	\$ 57.00	\$ 9,063.00
Storm - RCP - Class III - 30"	157.00	LF	\$ 100.00	\$ 15,700.00
Storm - RCP - Class III - 36"	377.00	LF	\$ 85.00	\$ 32,045.00
Storm - RCP - Class III - 48"	401.00	LF	\$ 250.00	\$ 100,250.00
Storm - RCBC - PreCast - 10' x 5' - Sextuple	58.00	LF	\$ 6,035.00	\$ 350,030.00
Storm - Headwalls - Type A = TxDOT (PW) - 21"	1.00	EA	\$ 1,200.00	\$ 1,200.00
Storm - Headwalls - Type B = TxDOT (FW) - 21"	1.00	EA	\$ 1,200.00	\$ 1,200.00
Storm - Headwalls - Type B = TxDOT (FW) - 36 "	1.00	EA	\$ 2,200.00	\$ 2,200.00
Storm - Headwalls - Type B = TxDOT (FW) - 48"	1.00	EA	\$ 3,500.00	\$ 3,500.00
Storm - Headwalls - RCBC - Type B = TxDOT (SETB-FW-S) - 10' x 5' - Sextuple	2.00	EA	\$ 100,000.00	\$ 200,000.00
Storm - Inlets - Standard Curb - 10'	12.00	EA	\$ 3,200.00	\$ 38,400.00
Storm - Inlets - Wye - 5' x 5'	1.00	EA	\$ 3,500.00	\$ 3,500.00
Storm - General - Grouted Rock Riprap Type "A" - 6"-12" Dia - 12" Thick	197.00	SY	\$ 55.00	\$ 10,835.00
Storm - General - Grouted Rock Riprap Type "A" - 20" Dia - 18" Thick	901.00	SY	\$ 65.00	\$ 58,565.00
Storm - General - Trench Safety	1,734.00	LF	\$ 0.10	\$ 173.40
			\$ -	

Water - PVC - C 900 - 8"	3,822.00	LF	\$	22.00	\$	84,084.00
Water - Valves - Gate - 8"	10.00	EA	\$	1,300.00	\$	13,000.00
Water - General - Cut Tee into Existing Water Line - 8" - 8" x 6"	1.00	EA	\$	1,500.00	\$	1,500.00
Water - Fittings - Cast Iron Fittings	2.20	TON	\$	4,700.00	\$	10,340.00
Water - Fittings - Fire Hydrant Assembly	9.00	EA	\$	4,000.00	\$	36,000.00
Water - General - Services - 1" with Meter Box	63.00	EA	\$	600.00	\$	37,800.00
Water - General - Pressure Test & Disinfection - Linear Foot	3,822.00	LF	\$	0.84	\$	3,210.48
Water - General - Trench Safety (water)	3,822.00	LF	\$	0.10	\$	382.20
Water - General - Remove Plug & Connect to Existing Water	1.00	EA	\$	990.00	\$	990.00
Contractor Proposal for Construction				Contractor Name		
On-Site Item Description	Quantity	Unit	Unit Price		Total Cost	
Sewer - PVC - SDR 35 - 8"	3,338.00	LF	\$	25.00	\$	83,450.00
Sewer - Manholes & Junction Boxes - Circular - 4' Dia - Standard	9.00	EA	\$	2,500.00	\$	22,500.00
Sewer - Manholes & Junction Boxes - Circular - Extra Depth - 4' Dia	3.47	VF	\$	230.00	\$	798.10
Sewer - Fittings - Laterals - 4"	63.00	EA	\$	600.00	\$	37,800.00
Sewer - Fittings - Clean Outs - With Cast Iron Cover - 4"	1.00	EA	\$	680.00	\$	680.00
Sewer - Backfill - Concrete Encasement	20.00	LF	\$	41.00	\$	820.00
Sewer - Miscellaneous - Connections - Existing Manhole	2.00	EA	\$	1,600.00	\$	3,200.00
Sewer - General - Pressure Test - Linear Foot	3,338.00	LF	\$	0.84	\$	2,803.92
Sewer - General - Trench Safety (san. swr.)	3,338.00	LF	\$	0.10	\$	333.80
Sewer - General - Television Inspection	3,338.00	LF	\$	0.85	\$	2,837.30
Paving - Concrete - Streets - 6" - 3500 psi	13,630.00	SY	\$	35.00	\$	477,050.00
Paving - Concrete - Sidewalks/Ramps - 4" x 4'	5,549.00	SF	\$	5.00	\$	27,745.00
Paving - Concrete - Sidewalks/Ramps - Barrier Free Ramp - Single	6.00	EA	\$	1,400.00	\$	8,400.00
Paving - Subgrade Prep - 6"	14,480.00	SY	\$	2.25	\$	32,580.00
Paving - Subgrade Prep - Lime Material	261.00	TON	\$	180.00	\$	46,980.00
Paving - Connections - Connect to Existing Street Header	31.00	LF	\$	12.00	\$	372.00
Paving - Connections - Dowel to Existing Concrete	31.00	LF	\$	12.00	\$	372.00
Paving - Signage - Stop Sign (R1-1)	2.00	EA	\$	850.00	\$	1,700.00
Paving - Signage - Street Name Blade (Installed Complete)	12.00	EA	\$	450.00	\$	5,400.00
Paving - Traffic Control - Management (Installation, Maintenance, Reset, & Removal)	1.00	LS	\$	2,400.00	\$	2,400.00
Paving - Traffic Control - Signs, Devices & Barricades for Const.	1.00	LS	\$	1,600.00	\$	1,600.00
Screening Wall	375.00	LF	\$	85.00	\$	31,875.00
Payment & Performance Bonds	1.00	LS	\$	-	\$	-
Maintenance Bond	1.00	LS	\$	-	\$	-
GRADING TOTAL			\$		81,145.00	
EROSION CONTROL TOTAL			\$		48,807.00	
DRAINAGE TOTAL			\$		855,999.40	
WATER TOTAL			\$		187,306.68	

SANITARY SEWER TOTAL	\$	155,223.12
RETAINING WALLS TOTAL		
PAVING TOTAL	\$	604,599.00
MISCELLANEOUS (BONDS) TOTAL	\$	-
TOTAL ON-SITE CONSTRUCTION COST	\$	1,933,080.20
GRAND TOTAL CONSTRUCTION COSTS		

Indicate the number of **WORKING DAYS** necessary to complete the installation of all items. This is **REQUIRED** and will be considered in evaluating bids.



Meeting

Date: 8/23/2021

Date: 7/27/2021

Item #: 13.

Dept.: Administration

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-36-21, an Ordinance of the City Council of the City of Kaufman, Texas accepting and approving an Annual Service Plan Update and Assessment Roll 2021-2022 for the Kaufman Public Improvement District No. 1, Phases 1A and No. 1B in compliance with Chapter 372 of the Texas Local Government Code, as amended; accepting and approving the Annual Service Plan Update and Updated Assessment Roll for PID 1, Phase 1A and Phase 1B, and providing the applicable TIRZ Credit Calculation, as set forth in Exhibit "A" to the Ordinance providing for payment of the assessments in accordance with Chapter 372; providing for the method of assessment and the payment of the assessments, providing penalties and interest on delinquent assessments and compliance with all other legal requirements providing for severability, and providing an effective date.

BACKGROUND:

This is the annual update to the Georgetown Service & Assessment Plan. Each property owner is identified in this plan and its corresponding assessment in accordance with the Public Improvement District #1 enabling ordinance.

Author:

Mike Slye, City Manager

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Recommend approval of O-36-21.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☐

ORDINANCE NO. O-36-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS ACCEPTING AND APPROVING AN UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND AN UPDATED ASSESSMENT ROLL 2021-2022 FOR THE CITY OF KAUFMAN PUBLIC IMPROVEMENT DISTRICT NO. 1, ("PID 1"), PHASES 1A AND 1B IN COMPLIANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; MAKING AND ADOPTING FINDINGS; PROVIDING FOR THE INCORPORATION OF FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR PID 1, PHASE 1A AND PHASE 1B, AND PROVIDING THE TIRZ CREDIT CALCULATION 2021-2022, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 13, 2018, after due notice, the City Council of the City of Kaufman, Texas (the "City Council") held the public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Sec. 372.009 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act ") and made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution No. R-27-18 adopted by a majority of the members of the City Council, authorized the PID in accordance with its finding as to the advisability of the public improvements and services; and

WHEREAS, on August 5, 2019, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. O-08-19 approving a Service and Assessment Plan and Phases 1A and 1B Assessment Roll for the Kaufman Public Improvement District No. 1 (the "Assessment Ordinance"); and

WHEREAS, Section 372.013 of the PID Act and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be annually reviewed and updated; and

WHEREAS, the City Council is contemplating the issuance of bonds at a future date for authorized costs associated with Phase 1A and Phase 1B, which bonds will be secured directly and indirectly, respectively, by the assessments levied against the property comprising Phase 1A and Phase 1B in accordance with state law; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll attached as Exhibit "A" hereto reflects prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which supplements the Assessment Ordinance and approves and adopts the Annual Service Plan Update and the Updated Assessment Roll attached thereto, in conformity

with the requirements of the PID Act, for the fiscal year beginning October 1, 2021, and ending September 30, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS:

SECTION 1. INCORPORATION OF FINDINGS. The findings and determinations set forth in the preambles above are incorporated herein for all purposes and are hereby adopted.

SECTION 2. ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL. The Annual Service Plan Update and Updated Assessment Roll for Phases 1A and 1B and the TIRZ Credit Calculation for 2021-2022 are attached hereto as **Exhibit "A"** are hereby accepted and approved and compliance with the PID Act in all matters is required.

SECTION 3. CUMULATIVE REPEALER. That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 4. SEVERABILITY. If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect upon its passage and publication as required by law. The City Secretary is directed to publish the caption of this Ordinance as required law.

PASSED, APPROVED AND ADOPTED on this 23rd day of August, 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT A
ANNUAL SERVICES AND ASSEMENT PLAN

**KAUFMAN
PUBLIC IMPROVEMENT DISTRICT No. 1**

CITY OF KAUFMAN, TEXAS

**ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/15/21 – 9/14/22)**

**AS APPROVED BY CITY COUNCIL ON:
AUGUST 23, 2021**

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

KAUFMAN PUBLIC IMPROVEMENT DISTRICT No. 1

ANNUAL SERVICE PLAN UPDATE (ASSESSMENT YEAR 9/15/21 – 9/14/22)

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I. INTRODUCTION AND DEFINED TERMS

A. INTRODUCTION

The Kaufman Public Improvement District No. 1 (the “PID”) was created pursuant to the PID Act and a resolution of the City Council on November 13, 2018 to finance certain public improvement projects for the benefit of the property in the PID. The City approved the Phases #1A & Phase #1B Reimbursement Agreement in the aggregate amount of \$3,380,0000 (the Phase #1 Reimbursement Agreement”) pursuant to Resolution R-13-19 adopted by the City Council on August 5, 2019 to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the “Service and Assessment Plan”) was prepared at the direction of the City identifying the public improvements (the “Authorized Improvements”) to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to Chapter 372, Texas Local Government Code, the Service and Assessment Plan must be reviewed and updated annually.

An amended and restated Service and Assessment Plan (the “Amended and Restated Service and Assessment Plan”) was accepted and approved by the City Council on December 15, 2020, pursuant to Ordinance O-38-20 (the “Assessment Ordinance”), setting forth the plan for apportioning the costs of certain of the public improvement projects (the “Authorized Improvements”) to be assessed against properties in the PID and for payment of special assessments with respect thereto. This document is the annual update of the Amended and Restated Service and Assessment Plan for 2021-22 (the “Annual Service Plan Update”).

The City Council approved the City of Kaufman, Texas Special Assessment Revenue Bonds Series 2021 (Phases #1A-1B Project) (the “Phases #1A-1B Bonds”) in the aggregate principal amount of \$3,380,0000 pursuant to Ordinance No. O-01-21 adopted by the City Council on January 25, 2021 to finance the costs of the Authorized Improvements and replace the Phase #1 Reimbursement Agreement.

The City also adopted an assessment roll (the “Assessment Roll”) identifying the assessments on each Parcel within the PID, based on the method of assessment identified in the Amended and Restated Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2021-22.

Capitalized terms shall have the meanings set forth in the Amended and Restated Service and Assessment Plan unless otherwise defined herein.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise), (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums and miscellaneous expenses.

Actual Costs may include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“Additional Interest” means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee’s reasonable fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not

include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Administrator” means the employee or designee of the City, identified in any indenture of trust relating to a series of Bonds or identified in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments including any applicable interest, as shown on the Assessment Roll attached hereto as Appendix F, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Administrative Expenses, and (iii) the Prepayment and Delinquency Reserve described in Section V.F. of this Service and Assessment Plan.

“Annual Service Plan Update” has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

“Assessed Property” means any property that benefits from the Authorized Improvements within the PID on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and amounts collected to pay Administrative Expenses and interest on all Assessments.

“Assessment Ordinance” means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” or **“Assessment Rolls”** means collectively or separately, as applicable, the Assessment Roll included in this Service and Assessment Plan as Appendix F or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

“Authorized Improvements” mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, acquired, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Authorized Improvement Costs” mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

“Bonds” mean any bonds issued in one or more series for financing the Authorized Improvements and secured in whole or in part by the Assessment Revenues.

“Budgeted Cost(s)” means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

“Certification for Payment” means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements, which may be in segments or sections.

“City” means the City of Kaufman, Texas.

“City Council” means the duly elected governing body of the City.

“County” means Kaufman County, Texas.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means Georgetown KF, Ltd, a Texas limited liability company and its successors and assigns.

“Development Agreement” means that certain Georgetown at Kings Fort Development Agreement relating to the PID executed by and between the Developer and the City effective November 13, 2018, as the same may be amended from time to time.

“Equivalent Units” mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix D attached hereto.

“Future Phases” means Phases that are fully developed after Phases #1A-1B as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

“Homeowner Association” means a homeowners’ association or property owners’ association established for the benefit of property owners within the PID.

“Homeowner Association Property” or (“HOA Property”) means property within the PID owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, a Homeowners’ Association established for the benefit of a group of homeowners or property owners within the PID.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Kaufman County, Texas.

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator shown in Appendix D and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final average home value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

“Lot Type 1” means lots identified as such on the Assessment Roll, being lots with a lot width of 60 feet, which may be referred to as such in the applicable plat.

“Lot Type 2” means lots identified as such on the Assessment Roll, being lots with a lot width of 55 feet, which may be referred to as such in the applicable plat.

“Lot Type 3” means lots identified as such on the Assessment Roll, being lots with a lot width of 50 feet, which may be referred to as such in the applicable plat.

“Maximum Assessment Per Unit” means the following Maximum Assessment Per Unit for each applicable Lot Type as follows:

Lot Type 1 - \$30,114.04
Lot Type 2 - \$28,909.48
Lot Type 3 - \$26,801.50

“Maximum TIRZ Credit Per Unit” means the following Maximum TIRZ Credit Per Unit for each applicable Lot Type as follows:

Lot Type 1 - \$19,603
Lot Type 2 - \$18,819
Lot Type 3 - \$17,447

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Public Property and easements that create an exclusive use for a public

utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel that is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.D.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Kaufman Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the official public records for real property in Kaufman County.

“Phase” means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the issuance of Phased PID Bonds for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Phase.

“Phases #1A-1B” means the initial Phases to be developed, identified as “Phase #1A” and “Phase #1B” generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix F.

“Phases #1A-1B Assessed Property” means all Parcels within Phases #1A-1B other than Non-Benefited Property and shown in the Phases #1A-1B Assessment Roll against which an Assessment relating to the Phases #1A-1B Improvements is levied.

“Phases #1A-1B Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phases #1A-1B Assessed Property, or the Annual Installments thereof, for the Phases #1A-1B Improvements.

“Phases #1A-1B Assessment Roll” means the document included in this Service and Assessment Plan as Appendix F, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phases #1A-1B Bonds” mean those certain City of Kaufman, Texas, Special Assessment Revenue Bonds, Series 2021 (Kaufman Public Improvement District No. 1 Phases #1A-1B Project) that may be secured primarily by Phases #1A-1B Assessment Revenues and issued by the City to finance the Phases #1A-1B Improvements and/or reimburse the Developer.

“Phases #1A-1B Improvements” mean the Authorized Improvements which only benefit Phases #1A-1B Assessed Property and are described in Section III.B.

“Phases #1A-1B Reimbursement Agreement” means that certain Kaufman Public Improvement District No. 1 Phases #1A-1B Reimbursement Agreement, dated August 5, 2019, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the

Phases #1A-1B Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Phases #1A-1B Improvements funded by the Developer with interest as permitted by the PID Act.

“Phased PID Bonds” mean bonds issued to fund Authorized Improvements (or a portion thereof) in one or more Phases. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

“PID” has the meaning set forth in Section I.A. of this Service and Assessment Plan.

“PID Act” means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

“Planned Development” means the zoning classification established as PD – Planned Development-17 pursuant to Ordinance O-34-17 adopted by the City Council designating the zoning and development standards.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment, including Administrative Expenses.

“Public Property” means property, right of way and easements within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Kaufman County, the City, a school district or any other public agency or political subdivision, whether in fee simple or through an exclusive use easement.

“Service and Assessment Plan” means this Amended and Restated Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

“TIRZ No. 1” means the Tax Increment Reinvestment Zone No. 1, City of Kaufman, Texas.

“TIRZ Annual Credit Amount” means, for each Parcel, such Parcel’s prorated amount of TIRZ Revenues calculated pursuant to Section VI.A. of this Service and Assessment Plan.

“TIRZ Ordinance” means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to certain public improvements as provided for in the Tax Increment Reinvestment Zone No. One Project Plan and Financing Plan (including amendments or supplements thereto).

“TIRZ Revenues” mean, for each year, the amounts paid by the City from the TIRZ No. tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated

each year by the Administrator in collaboration with the City, in accordance with Section VI.A. of this Service and Assessment Plan.

“Trust Indenture” means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

“Trustee” means the fiscal agent or trustee as specified in a Trust Indenture, including a substitute fiscal agent or trustee.

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II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Pursuant to the Amended and Restated Service and Assessment Plan, the initial total estimated costs of the Authorized Improvements were equal to \$3,380,000. According to the Developer, the current costs spent to date for the Authorized Improvements are \$3,870,522, and the updated budget remains unchanged from the initial total estimated costs.

The Phase #1A Authorized Improvements were completed and accepted by the City on January 20, 2020.

Table II-A-1 below summarizes the updated sources and uses of funds required to construct the Authorized Improvements as of August 17, 2021.

Table II-A-1
Sources and Uses of Funds – Phases #1A-1B

Sources of Funds	Updated Budget ¹	Budget Revisions	Revised Budget ²	Spent to Date ²
Assessments - Bond Par Amount	\$3,380,000	\$0	\$3,380,000	\$3,380,000
Other funding sources				
Bond Premium	\$23,864	\$0	\$23,864	\$23,864
Developer Contribution	\$601,628	\$0	\$601,628	\$1,092,150
Total Sources	\$4,005,492	\$0	\$4,005,492	\$4,496,014
Uses of Funds				
<i>Authorized Improvements</i>				
Road improvements	\$1,171,125	\$0	\$1,171,125	\$733,720
Water distribution system improvements	\$420,642	\$0	\$420,642	\$637,394
Sanitary sewer improvements	\$252,775	\$0	\$252,775	\$334,153
Storm drainage improvements	\$641,900	\$0	\$641,900	\$1,244,081
Screening and landscape improvements	\$14,400	\$0	\$14,400	\$14,750
Other soft and miscellaneous costs	\$879,158	\$0	\$879,158	\$906,424
<i>Subtotal Authorized Improvements</i>	<i>\$3,380,000</i>	<i>\$0</i>	<i>\$3,380,000</i>	<i>\$3,870,522</i>
Bond Issuance Costs	\$625,492	\$0	\$625,492	\$625,492
Total Uses	\$4,005,492	\$0	\$4,005,492	\$4,496,014

1 – According to the Amended and Restated Service and Assessment Plan.

2 – According to the Developer as of August 17, 2021, the remaining balances anticipated to be spent relate to completing the Phase #1B Authorized Improvements only.

Authorized Improvement Cost Variances

According to Table II-A-1 above, there are Authorized Improvement cost increases to date of \$490,522. The increase in the Authorized Improvements' costs were funded solely by the Developer.

B. FIVE YEAR SERVICE PLAN

A service plan must cover a period of five years. The anticipated budget for the Authorized Improvements over a period of five years and the indebtedness expected to be incurred for these costs is shown in Table II-B-1 below.

Table II-B-1
Annual Projected Indebtedness & Projected Annual Installments
2021-2027

Assessment Year Ending 09/15	Annual Projected Costs	Annual Projected Indebtedness	Projected Annual Installments¹
2021	\$4,005,492	\$3,380,000	\$42,828 ²
2022	\$0	\$0	\$224,038
2023	\$0	\$0	\$242,911
2024	\$0	\$0	\$246,204
2025	\$0	\$0	\$244,353
2026	\$0	\$0	\$242,516
2027	\$0	\$0	\$250,692
Total	\$4,005,492	\$3,380,000	\$1,493,543

1 - Projected Annual Installments for Assessment Years ending 2021 and 2022 represent actual amounts billed, which includes applicable investment income credits and TIRZ Credits, if any. Projected Annual Installments for Assessment Years ending 2023-2027 do not include applicable investment income credits and TIRZ Credits, if any, and will be updated in future Annual Service Plan Updates.

2 - Represents Annual Installments triggered for collection in 2020-21 for 25 residential lots in Phase #1A.

C. ANNUAL BUDGET – LOTS TRIGGERED IN 2020-21

Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty (30) Annual Installments of principal following the issuance of the Phases #1A-1B Bonds. The collection of the first Annual Installment for a Lot or Parcel within Phases #1A-1B shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Phased PID Bonds for Phases #1A- 1B Assessed Property, such that upon the issuance of PID Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phases #1A-1B Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phases #1A-1B Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

According to the City, building permits for twenty-five (25) Phases #1A & 1B Lots have been issued as of August 12, 2020. As a result, condition (i) has been satisfied for the respective twenty-five (25) Lots, and the first Annual Installment were due no later than January 31, 2021 for each Lot.

Table II-C-1 below shows the amount of outstanding Assessments applicable to the twenty-five (25) Lots that were triggered for collection in 2020-21.

Table II-C-1
Assessments on Lots with Building Permits as of August 12, 2020 (2020-21 Trigger)

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units	Total Outstanding Assessment per Lot Type	Total Outstanding Assessments
Lot Type 3 (50 Ft Lot)	25	0.89	22.25	\$26,801.50	\$670,037.50
Total Equivalent Units	25		22.25		

Pursuant to the Amended and Restated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Phases #1A-1B Bonds commencing with the issuance of the Phases #1A-1B Bonds. The effective interest rate of the Phases #1A-1B Bonds for the Lots Triggered in 2020-21 is 3.58 percent per annum for 2021-22. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the interest rate of the Phases #1A-1B Bonds for the Lots Triggered in 2020-21 is (3.58 percent) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the Annual Installments of the Assessments, shall be billed by the City in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Amended and Restated Service and Assessment Plan, the Annual Service Plan Update will show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the administrative expenses to be collected from each Parcel. Annual administrative expenses shall be allocated to each Parcel pro rata based on the Annual Installment on a Parcel to the total Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Amended and Restated Service and Assessment Plan, such as the incremental taxes available to the PID (the "TIRZ Credit"), capitalized interest, and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service proportionately allocated to each Lot will be paid on the Phases #1A-1B Bonds from the collection of the Annual Installments. In addition, Annual Collection Costs are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

Annual Installments to be Collected for 2021-22 for Lots Triggered in 2020-21

The budget for Lots Triggered in 2020-21 will be paid from the collection of Annual Installments collected for 2021-22 as shown in Table II-C-2 below.

Table II-C-2
Budget for the Annual Installments
to be collected for 2021-22

Descriptions	Total
Interest payment on March 15, 2022	\$12,007
Interest payment on September 15, 2022	\$12,007
Principal payment on September 15, 2022	\$15,038
<i>Subtotal debt service on bonds</i>	<i>\$39,051</i>
Administrative Expenses	\$6,000
Excess Interest for Reserves	\$3,350
<i>Subtotal Expenses</i>	<i>\$48,401</i>
Available TIRZ Credit	(\$9,990)
Available reserve fund income	\$0
Available capitalized interest account	\$0
Available Administrative Expense account	\$0
<i>Subtotal funds available</i>	<i>(\$9,990)</i>
Annual Installments	\$38,411

Debt Service Payments

Annual Installments to be collected from Lots Triggered in 2020-21 for principal and interest include interest due on March 15, 2022 in the amount of \$12,007 and on September 15, 2022 in the amount of \$12,007, which equal interest on the outstanding Phases #1A-1B Bonds' Assessments balance of \$670,038 for six months each and an effective interest rate of the Phases #1A-1B Bonds for the Lots Triggered in 2020-21 of 3.58 percent. Annual Installments to be collected include a principal amount of \$15,038 due on September 15, 2022. As a result, total Annual Installments to be collected from Lots Triggered in 2020-21 for principal and interest in 2021-22 is estimated to be equal to \$39,051.

Administrative Expenses

Annual administrative expenses include the City, Administrator, Trustee, Dissemination Agent, Auditor, and contingency fees. As shown in Table II-C-3 on the following page, the total administrative expenses to be proportionally collected from the twenty-five (25) Lots triggered for 2021-22 are estimated to be \$6,000.

Table II-C-3
Administrative Budget Breakdown

Description	2021-22 Estimated Budget (9/15/21-9/14/22)
City	\$600
Administrator	\$3,600
Trustee	\$600
Dissemination Agent	\$700
Auditor	\$0
Contingency	\$500
Total	\$6,000

Available TIRZ Credit

According to the City, there have been TIRZ increments collected in tax year 2020 in the total amount of \$9,990 that are available to be used as TIRZ Credit in 2021-22 for the respective Lots within the PID where collection was triggered in 2020-21 and that will be that will be billed a 2021-22 Annual Installment. The total incremental City and Kaufman County taxes collected during tax year 2020 were \$6,837 and \$3,153, respectively, as calculated based on the 2020 certified values provided by the Kaufman County Appraisal District. As a result, the City and Kaufman County TIRZ Credits available to offset 2021-22 Annual Installments are \$6,837 and \$3,153, respectively, resulting in a total of \$9,990.

This TIRZ Credit is the result of the 2020 TIRZ Revenues generated from each Lot within the PID where collection was triggered in 2020-21, and the TIRZ Credit amount is allocated to each Lot within the PID where collection was triggered in 2020-21 as shown in Appendix B-2.

Available Reserve Fund Income

As of the July 31, 2021, the balance in the Reserve Fund was \$201,281, which includes the Bond Reserve Requirement of \$201,281. As a result, there is no excess reserve fund income available to reduce the 2021-22 Annual Installment.

Available Capitalized Interest Account

As of the July 31, 2021, the balance in the Capitalized Interest Account was \$67,510. According to Section 6.4(c) of the Trust Indenture, this amount will be used for the payment of interest due on September 15, 2021. As a result, there is no credit available to reduce the 2021-22 Annual Installment.

Available Administrative Expense Account

As of the July 31, 2021, the balance in the Administrative Account was \$18,188. The balance is anticipated to be used for the payment of current year administrative expenses through January 31, 2022. As a result, funds are not anticipated to be available in the Administrative Account to reduce the 2021-22 Annual Installment.

D. ANNUAL INSTALLMENT PER LOT TYPE – LOTS TRIGGERED IN 2020-21

According to the Amended and Restated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phases #1A-1B Bonds and (ii) to cover Administrative Expenses of the PID.

According to the Developer, 125 units representing 112.24 total Equivalent Units are anticipated to be built within the PID. As a result of the City issuing a building permit, there were twenty-five (25) Lots representing 22.25 Equivalent Units that were triggered in 2020-21.

Accordingly, the net principal and interest portion of Annual Installment to be collected from Lots Triggered in 2020-21 will be \$1,905.67 ($[\$39,052 + \$3,350 = \$42,402] \div 22.25 = \$1,905.67$) and the net Administrative Expenses to be collected from each unit will be \$269.66 (i.e. $(\$6,000 \div 22.25 = \$269.66)$). As a result, the total gross Annual Installment to be collected from each unit within the PID will be \$2,175.33 (i.e. $\$1,905.67 + \$269.66 = \$2,175.33$). The Annual Installment to be collected from each Parcel within the PID is calculated by multiplying the Annual Installment for each unit of \$2,175.33 by the total estimated units for each Parcel in the PID, less the applicable TIRZ Credit, if any, as shown in Appendix B-1.

The Annual Installment due to be collected from the Lots Triggered in 2020-21 for 2021-22 is shown in Table II-D-1 below.

Table II-D-1
Annual Installment Per Unit

Type	Annual Installment	Equivalent Unit Factor	Annual Installment per Equivalent Unit
Lot Type 3 (50 Ft Lot)	\$2,175.33	0.89	\$1,936.05

1 – The Annual Installment per unit amount does not include applicable TIRZ Credits, if any.

The list of Parcels within the PID, the number of units to be developed on the current residential Parcels, the corresponding total units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll Summary attached hereto as Appendix B-1.

E. ANNUAL BUDGET – LOTS TRIGGERED IN 2021-22

Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty (30) Annual Installments of principal following the issuance of the Phases #1A-1B Bonds. The collection of the first Annual Installment for a Lot or Parcel within Phases #1A-1B shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Phased PID Bonds for Phases #1A- 1B Assessed Property, such that upon the issuance of PID Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phases #1A-1B Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phases #1A-1B Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

The City Council approved the Phases #1A-1B Bonds in the aggregate principal amount of \$3,380,0000 on January 25, 2021. As a result, condition (ii) has been satisfied for the remaining one hundred (100) Lots, and the first Annual Installment will be due no later than January 31, 2022 for each Lot.

Table II-E-1 below shows the amount of outstanding Assessments applicable to the one hundred (100) Lots that were triggered for collection in 2021-22.

Table II-E-1
Assessments on Lots (2021-22 Trigger)

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units	Assessment per Unit	Total Assessments
Lot Type 1 (60 Ft Lot)	2	1.00	2.00	\$30,114.04	\$60,228.08
Lot Type 2 (55 Ft Lot)	11	0.96	10.56	\$28,909.48	\$318,004.27
Lot Type 3 (50 Ft Lot)	87	0.89	77.43	\$26,801.50	\$2,331,730.15
Total Equivalent Units	100		89.99		\$2,709,962.50

Pursuant to the Amended and Restated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Phases #1A-1B Bonds commencing with the issuance of the Phases #1A-1B Bonds. The effective interest rate of the Phases #1A-1B Bonds for the Lots Triggered in 2021-22 is 3.60 percent per annum for 2021-22. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. Accordingly, the effective interest rate of the Phases #1A-1B Bonds for the Lots Triggered in 2021-22 (3.60 percent) plus an additional interest of one-half of one percent are used to calculate the interest on the Assessments. These payments, the Annual

Installments of the Assessments, shall be billed by the City in 2021 and will be delinquent on February 1, 2022.

Pursuant to the Amended and Restated Service and Assessment Plan, the Annual Service Plan Update will show the remaining balance of the Assessments, the Annual Installment due for 2021-22 and the administrative expenses to be collected from each Parcel. Annual administrative expenses shall be allocated to each Parcel pro rata based on the Annual Installment on a Parcel to the total Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Amended and Restated Service and Assessment Plan, such as the incremental taxes available to the PID (the “TIRZ Credit”), capitalized interest, and interest earnings on any account balances and by any other funds available to the PID.

Annual Budgets for the Repayment of Indebtedness

Debt service proportionately allocated to each Lot will be paid on the Phases #1A-1B Bonds from the collection of the Annual Installments. In addition, Annual Collection Costs are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

Annual Installments to be Collected for 2021-22 for Lots Triggered in 2021-22

The budget for Lots Triggered in 2021-22 will be paid from the collection of Annual Installments collected for 2021-22 as shown in Table II-E-2 below.

Table II-E-2
Budget for the Annual Installments
to be collected for 2021-22

Descriptions	Total
Interest payment on March 15, 2022	\$48,753
Interest payment on September 15, 2022	\$48,753
Principal payment on September 15, 2022	\$59,963
<i>Subtotal debt service on bonds</i>	<i>\$157,468</i>
Administrative Expenses	\$24,000
Excess Interest for Reserves	\$13,550
<i>Subtotal Expenses</i>	<i>\$195,018</i>
Available TIRZ Credit	(\$9,390)
Available reserve fund income	\$0
Available capitalized interest account	\$0
Available Administrative Expense account	\$0
<i>Subtotal funds available</i>	<i>(\$9,390)</i>
Annual Installments	\$185,627

Debt Service Payments

Annual Installments to be collected from Lots Triggered in 2021-22 for principal and interest include interest due on March 15, 2022 in the amount of \$48,753 and on September 15, 2022 in the amount of \$48,753, which equal interest on the outstanding Phases #1A-1B Bonds' Assessments balance of \$2,709,963 for six months each and an effective interest rate of the Phases #1A-1B Bonds for the Lots Triggered in 2021-22 is 3.60 percent. Annual Installments to be collected include a principal amount of \$59,963 due on September 15, 2022. As a result, total Annual Installments to be collected from Lots Triggered in 2021-22 for principal and interest in 2021-22 is estimated to be equal to \$157,468.

Administrative Expenses

Annual administrative expenses include the City, Administrator, Trustee, Dissemination Agent, Auditor, and contingency fees. As shown in Table II-E-3 below, the total administrative expenses to be proportionally collected from the one hundred (100) Lots triggered for 2021-22 are estimated to be \$24,000.

Table II-E-3
Administrative Budget Breakdown

Description	2021-22
	Estimated Budget (9/15/21-9/14/22)
City	\$2,400
Administrator	\$14,400
Trustee	2,400
Dissemination Agent	2,800
Auditor	0
Contingency	\$2,000
Total	\$24,000

Available TIRZ Credit

According to the City, there have been TIRZ increments collected in tax year 2020 in the total amount of \$9,291 that are available to be used as TIRZ Credit in 2021-22 for the respective Lots within the PID where collection was triggered in 2021-22 that will be billed a 2021-22 Annual Installment. The total incremental City and Kaufman County taxes collected during tax year 2020 were \$6,359 and \$2,932, respectively, as calculated based on the 2020 certified values provided by the Kaufman County Appraisal District. As a result, the City and Kaufman County TIRZ Credits available to offset 2021-22 Annual Installments are \$6,359 and \$2,932, respectively, resulting in a total of \$9,291.

This TIRZ Credit is the result of the 2020 TIRZ Revenues generated from each Lot within the PID where collection was triggered in 2021-22, and the TIRZ Credit amount is allocated to each Lot within the PID where collection was triggered in 2021-22 as shown in Appendix C-2.

Available Reserve Fund Income

As of the July 31, 2021, the balance in the Reserve Fund was \$201,281, which includes the Bond Reserve Requirement of \$201,281. As a result, there is no excess reserve fund income available to reduce the 2021-22 Annual Installment.

Available Capitalized Interest Account

As of the July 31, 2021, the balance in the Capitalized Interest Account was \$67,510. According to Section 6.4(c) of the Trust Indenture, this amount will be used for the payment of interest due on September 15, 2021. As a result, there is no credit available to reduce the 2021-22 Annual Installment.

Available Administrative Expense Account

As of the July 31, 2021, the balance in the Administrative Account was \$18,188. The balance is anticipated to be used for the payment of current year administrative expenses through January 31, 2022. As a result, funds are not anticipated to be available in the Administrative Account to reduce the 2021-22 Annual Installment.

F. ANNUAL INSTALLMENT PER LOT TYPE – LOTS TRIGGERED IN 2021-22

According to the Amended and Restated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phases #1A-1B Bonds and (ii) to cover Administrative Expenses of the PID.

According to the Developer, 125 units representing 112.24 total Equivalent Units are anticipated to be built within the PID. As a result of the Phases #1A-1B Bonds' issuance, there are one hundred (100) Lots representing 89.99 Equivalent Units that are being triggered for collection in 2021-22.

Accordingly, the net principal and interest portion of Annual Installment to be collected from each unit will be \$1,900.41 ($[\$157,469 + \$13,550 = \$171,019] \div 89.99 = \$1,900.41$) and the net Administrative Expenses to be collected from each unit will be \$266.70 (i.e. $(\$24,000 \div 89.99 = \$266.70)$). As a result, the total gross Annual Installment to be collected from each unit within the PID will be \$2,167.12 (i.e. $\$1,900.41 + \$266.70 = \$2,167.11$). The Annual Installment to be collected from each Parcel within the PID is calculated by multiplying the Annual Installment for each unit of \$2,167.11 by the total estimated units for each Parcel in the PID, less the applicable TIRZ Credit, if any, as shown in Appendix C-1.

The Annual Installment due to be collected from the applicable one hundred (100) Lots for each Land Use Class in the PID for 2021-22 is shown in Table II-F-1 below.

Table II-F-1
Annual Installment Per Unit

Type	Annual Installment	Equivalent Unit Factor	Annual Installment per Equivalent Unit
Lot Type 1 (60 Ft Lot)	\$2,167.10	1.00	\$2,167.10
Lot Type 2 (55 Ft Lot)	\$2,167.10	0.96	\$2,080.42
Lot Type 3 (50 Ft Lot)	\$2,167.10	0.89	\$1,928.72

1 – The Annual Installment per unit amount does not include applicable TIRZ Credits, if any.

The list of Parcels within the PID, the number of units to be developed on the current residential Parcels, the corresponding total units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2021-22 are shown in the Assessment Roll Summary attached hereto as Appendix C-1.

G. BOND REDEMPTION RELATED UPDATES

The Phases #1A-1B Bonds were issued in January 2021. Pursuant to Section 4.3 of the Indenture of Trust, the City reserves the option to redeem Bonds maturing on or after September 15, 2041 in whole or any part, before their respective scheduled maturity dates, on **September 15, 2031**, or on any date thereafter such redemption date or dates to be fixed by the City, at the redemption price equal to the principal amount of the Bonds called for redemption plus accrued and unpaid interest to the date fixed for redemption as shown in the Indenture of Trust.

The Administrator has conducted a preliminary evaluation of the current refunding market conditions, recent PID bond refunding transactions, and other relevant factors. Based on this preliminary evaluation, the Administrator believes a refunding of the PID Bonds do not appear viable at this time. The Administrator will continue to monitor the refunding market conditions, applicable PID bond refunding transactions, and other relevant factors to determine if refunding becomes viable in the future and will inform the City accordingly.

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III. UPDATE OF THE ASSESSMENT PLAN

The Amended and Restated Service and Assessment Plan adopted by the City Council describes that the Authorized Improvement Costs shall be allocated to the Assessed Property equally based on the number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement Costs to Parcels similarly benefited.

This method of assessing property has not been changed except otherwise as described herein and Assessed Property will continue to be assessed as provided for in the Amended and Restated Service and Assessment Plan.

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IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the Amended and Restated Service and Assessment Plan, the Assessment Roll shall be updated each year to reflect:

(i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.C of the Service and Assessment Plan.

The Assessment Roll Summary is shown in Appendix B-1. Each parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel. Assessments are to be reallocated for the subdivision of any parcels.

A. PARCEL UPDATES

According to the Amended and Restated Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of units to be built on each newly subdivided Parcel
D = the sum of the estimated number of units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to the Kaufman County Appraisal District (“KCAD”) and the Developer, a final plat for Phase #1A was filed and recorded on February 27, 2019. As a result, fifty-nine residential Lots were subdivided from parent Parcel 5239 and parent Parcel 5240 and were officially recognized in the official KCAD roll in 2019.

According to the Developer, a final plat for Phase #1B was filed and recorded on April 14, 2021. As a result, sixty-six residential Lots are anticipated to be officially recognized in the official KCAD roll in 2022.

B. PREPAYMENT OF ASSESSMENTS

There have been no Assessment prepayments as of July 31, 2021. See Appendix C of this report for additional prepayment related information.

The complete Assessment Roll is available for review at the City Hall, located at 209 S. Washington Street, Kaufman, Texas 75142.

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APPENDIX A
PID MAP

APPENDIX B-1
2021-22 ASSESSMENT ROLL SUMMARY – LOTS TRIGGERED IN 2020-21

Kaufman Public Improvement District No. 1
Phase #1A-1B Assessment Roll - 2021-22
Lots Triggered for Collection in 2020-21

Parcel	Lot Size	No. of Units	Equivalent Unit	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	TIRZ Credit	2021-22 Annual Installments
202756	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$197.47)	\$1,738.58
202759	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$197.47)	\$1,738.58
202761	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$197.47)	\$1,738.58
202762	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$197.47)	\$1,738.58
202763	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$197.47)	\$1,738.58
202764	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$436.25)	\$1,499.80
202765	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$443.40)	\$1,492.64
202766	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$470.72)	\$1,465.32
202767	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$538.61)	\$1,397.44
202768	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$197.47)	\$1,738.58
202773	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$197.47)	\$1,738.58
202777	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$197.47)	\$1,738.58
202780	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$197.47)	\$1,738.58
202782	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$197.47)	\$1,738.58
202788	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$197.47)	\$1,738.58
202791	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$1,289.62)	\$646.42
202792	0	0	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202793	0	0	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202794	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$788.68)	\$1,147.36
202795	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$606.49)	\$1,329.56
202796	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$664.18)	\$1,271.87
202797	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$559.36)	\$1,376.68
202798	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$530.74)	\$1,405.30
202799	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$897.49)	\$1,038.55
202800	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$197.47)	\$1,738.58
202801	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$197.47)	\$1,738.58
202803	50	1	0.89	\$26,802	\$601.50	\$960.54	\$134.01	\$240.00	(\$197.47)	\$1,738.58
202817	0	0	0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total		25	22.25	\$670,038	\$15,037.50	\$24,013.48	\$3,350.19	\$6,000.00	(\$9,990.10)	\$38,411.07

APPENDIX B-2
2021-22 TIRZ CREDIT CALCULATION – LOTS TRIGGERED IN 2020-21

Kaufman Public Improvement District No. 1
TIRZ Credit Calculation - 2021-22
Lots Triggered for Collection in 2020-21

Parcel	Incremental Taxes				TIRZ Credit							
	Base Year Taxable Value (CITY)	2020 Taxable Value (CITY)	2020 M&O Tax Rate (CITY)	2020 Incremental Taxes (CITY)	Base Year Taxable Value (COUNTY)	2020 Taxable Value (COUNTY)	2020 M&O Tax Rate (COUNTY)	2020 Incremental Taxes (COUNTY)	City (75%)	Kaufman County (50%)	Total 2021-22 Available TIRZ Credit	Total 2021-22 Applicable TIRZ Credit
202756	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202759	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202761	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202762	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202763	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202764	\$39.85	\$79,484.00	\$0.00501090	\$398.09	\$39.85	\$79,484.00	\$0.00346618	\$275.37	\$298.57	\$137.68	(\$436.25)	(\$436.25)
202765	\$39.85	\$80,787.00	\$0.00501090	\$404.62	\$39.85	\$80,787.00	\$0.00346618	\$279.88	\$303.46	\$139.94	(\$443.40)	(\$443.40)
202766	\$39.85	\$85,762.00	\$0.00501090	\$429.55	\$39.85	\$85,762.00	\$0.00346618	\$297.13	\$322.16	\$148.56	(\$470.72)	(\$470.72)
202767	\$39.85	\$98,125.00	\$0.00501090	\$491.49	\$39.85	\$98,125.00	\$0.00346618	\$339.98	\$368.62	\$169.99	(\$538.61)	(\$538.61)
202768	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202773	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202777	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202780	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202782	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202788	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202791	\$39.85	\$234,890.00	\$0.00501090	\$1,176.81	\$39.85	\$234,890.00	\$0.00346618	\$814.03	\$882.61	\$407.02	(\$1,289.62)	(\$1,289.62)
202792	COMMON AREA	\$1,000.00	\$0.00000000	\$0.00	COMMON AREA	\$1,000.00	\$0.00346618	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202793	COMMON AREA	\$1,000.00	\$0.00000000	\$0.00	COMMON AREA	\$1,000.00	\$0.00346618	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202794	\$39.85	\$143,665.00	\$0.00501090	\$719.69	\$39.85	\$143,665.00	\$0.00346618	\$497.83	\$539.77	\$248.92	(\$788.68)	(\$788.68)
202795	\$39.85	\$110,486.00	\$0.00501090	\$553.43	\$39.85	\$110,486.00	\$0.00346618	\$382.83	\$415.08	\$191.41	(\$606.49)	(\$606.49)
202796	\$39.85	\$120,992.00	\$0.00501090	\$606.08	\$39.85	\$120,992.00	\$0.00346618	\$419.24	\$454.56	\$209.62	(\$664.18)	(\$664.18)
202797	\$39.85	\$101,904.00	\$0.00501090	\$510.43	\$39.85	\$101,904.00	\$0.00346618	\$353.08	\$382.82	\$176.54	(\$559.36)	(\$559.36)
202798	\$39.85	\$96,692.00	\$0.00501090	\$484.31	\$39.85	\$96,692.00	\$0.00346618	\$335.01	\$363.24	\$167.51	(\$530.74)	(\$530.74)
202799	\$39.85	\$163,480.00	\$0.00501090	\$818.98	\$39.85	\$163,480.00	\$0.00346618	\$566.51	\$614.24	\$283.26	(\$897.49)	(\$897.49)
202800	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202801	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202803	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202817	COMMON AREA	\$1,000.00	\$0.00000000	\$0.00	COMMON AREA	\$1,000.00	\$0.00346618	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$996.18	\$1,823,267.00		\$9,116.18	\$996.18	\$1,823,267.00		\$6,305.92	\$6,837.14	\$3,152.96	(\$9,990.10)	(\$9,990.10)

APPENDIX C-1
2021-22 ASSESSMENT ROLL SUMMARY – LOTS TRIGGERED IN 2021-22

Kaufman Public Improvement District No. 1
Phase #1A-1B Assessment Roll - 2021-22
Lots Triggered for Collection in 2021-22

Parcel	Lot Size	Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	TIRZ Credit	2021-21 Annual Installments
202757	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202758	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202760	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202769	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202770	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202771	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202772	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202774	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202775	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202776	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202778	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202779	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202781	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202783	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202784	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202785	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202786	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202787	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202789	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202790	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202802	50	0.89	\$26,801	\$296.51	\$482.16	\$67.00	\$118.68	(\$98.73)	\$865.63
				\$296.51	\$482.16	\$67.00	\$118.68	(\$98.73)	\$865.63
202804	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202805	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202806	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202807	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202808	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202809	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202810	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202811	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202812	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202813	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202814	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202815	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
202816	50	0.89	\$26,801	\$593.03	\$964.33	\$134.01	\$237.36	(\$197.47)	\$1,731.25
5239, 5240	Various	59.73	\$1,798,712	\$39,799.53	\$64,718.18	\$8,993.56	\$15,929.77	(\$2,676.30)	\$126,764.75
Total		89.99	\$2,709,963	\$59,962.50	\$97,505.26	\$13,549.81	\$24,000.00	(\$9,390.17)	\$185,627.40

1 - Parcels reflect ownership split as provided by Kaufman County Appraisal District online records and do not represent a new Lot Size.

APPENDIX C-2
2021-22 - TIRZ CREDIT CALCULATION – LOTS TRIGGERED IN 2021-22

Kaufman Public Improvement District No. 1
TIRZ Credit Calculation - 2021-22
Lots Triggered for Collection in 2021-22

Incremental Taxes									TIRZ Credit			
Parcel	Base Year Taxable Value (CITY)	2020 Taxable Value (CITY)	2020 M&O Tax Rate (CITY)	2020 Incremental Taxes (CITY)	Base Year Taxable Value (COUNTY)	2020 Taxable Value (COUNTY)	2020 M&O Tax Rate (COUNTY)	2020 Incremental Taxes (COUNTY)	City (75%)	Kaufman County (50%)	Total 2021-22 Available TIRZ Credit	Total 2021-22 Applicable TIRZ Credit
202757	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202758	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202760	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202769	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202770	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202771	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202772	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202774	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202775	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202776	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202778	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202779	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202781	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202783	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202784	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202785	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202786	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202787	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202789	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202790	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202802 ¹	\$19.92	\$18,000.00	\$0.00501090	\$90.10	\$19.92	\$18,000.00	\$0.00346618	\$62.32	\$67.57	\$31.16	(\$98.73)	(\$98.73)
215113 ¹	\$19.92	\$18,000.00	\$0.00501090	\$90.10	\$19.92	\$18,000.00	\$0.00346618	\$62.32	\$67.57	\$31.16	(\$98.73)	(\$98.73)
202804	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202805	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202806	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202807	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202808	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202809	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202810	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202811	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202812	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202813	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202814	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202815	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
202816	\$39.85	\$36,000.00	\$0.00501090	\$180.19	\$39.85	\$36,000.00	\$0.00346618	\$124.64	\$135.14	\$62.32	(\$197.47)	(\$197.47)
5239 ²	\$759.03	\$291,924.68	\$0.00501090	\$1,459.00	\$759.03	\$291,924.68	\$0.00346618	\$1,009.23	\$1,094.25	\$504.62	(\$1,598.87)	(\$1,598.87)
5240 ²	\$511.49	\$196,719.80	\$0.00501090	\$983.18	\$511.49	\$196,719.80	\$0.00346618	\$680.09	\$737.39	\$340.05	(\$1,077.43)	(\$1,077.43)
Total	\$2,625.33	\$1,712,644.47		\$8,568.73	\$2,625.33	\$1,712,644.47		\$5,927.23	\$6,426.55	\$2,963.62	(\$9,390.17)	(\$9,390.17)

1 - Parcels reflect ownership split as provided by Kaufman County Appraisal District online records.

2 - Reflects proportional credit based upon estimated acreage included within Phase #1B of the PID.

APPENDIX D
PREPAID PARCELS

APPENDIX D

As of July 31, 2021, there have been no prepayment of Assessments for any Parcel within the PID.

APPENDIX E
ASSESSED VALUES PER PHASE

Appendix E
Kaufman Public Improvement District No. 1
Assessed Value of the PID

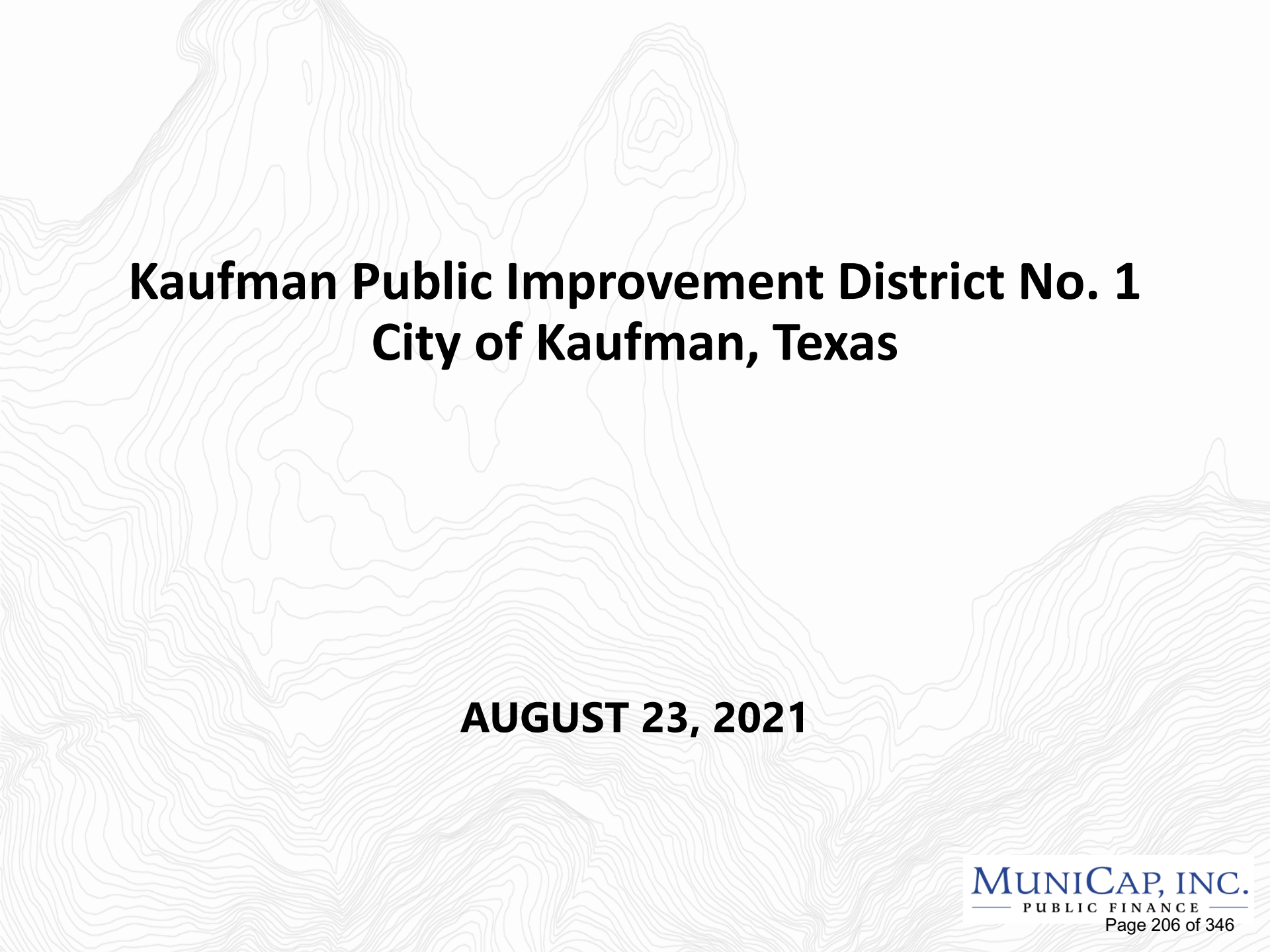
Phase	Parcels^{1,2}	2021 Assessed Value^{3,4}
Lots Triggered in 2020-21	28	\$7,009,353
Lots Triggered in 2021-22	36	\$4,130,067
Total	64	\$11,139,420

1 - Parcels include twenty five residential lots and three open space lots.

2 - Parcels include thirty four residential lots and two parent parcel lots.

3 - Parcel assessed values are in accordance with Kaufman Central Appraisal District online records as of 8/16/21.

4 - Values shown reflect the 2021 assessed values.

The background of the slide is a light gray topographic map with intricate contour lines. The lines are more densely packed in some areas, indicating steeper terrain, and more spread out in others, indicating flatter areas. The overall pattern is organic and flowing.

Kaufman Public Improvement District No. 1 City of Kaufman, Texas

AUGUST 23, 2021

Annual Service and Assessment Plan Update

- Authorized Improvements budget
- Annual Budget for the PID
 - Bond Debt Service
 - Administrative Expenses
- Changes to Assessment Methodology
- Parcel Subdivisions and Consolidations
- Prepayments
- Next Steps

Authorized Improvements

■ Phase #1A Improvements completed

Sources of Funds	Updated Budget	Budget Revisions	Revised Budget	Spent to Date
Assessments - Bond Par Amount	\$3,380,000	\$0	\$3,380,000	\$3,380,000
Other funding sources				
Bond Premium	\$23,864	\$0	\$23,864	\$23,864
Developer Contribution	\$601,628	\$0	\$601,628	\$1,092,150
Total Sources	\$4,005,492	\$0	\$4,005,492	\$4,496,014

Uses of Funds

Authorized Improvements

Road improvements	\$1,171,125	\$0	\$1,171,125	\$733,720
Water distribution system improvements	\$420,642	\$0	\$420,642	\$637,394
Sanitary sewer improvements	\$252,775	\$0	\$252,775	\$334,153
Storm drainage improvements	\$641,900	\$0	\$641,900	\$1,244,081
Screening and landscape improvements	\$14,400	\$0	\$14,400	\$14,750
Other soft and miscellaneous costs	\$879,158	\$0	\$879,158	\$906,424
<i>Subtotal Authorized Improvements</i>	<i>\$3,380,000</i>	<i>\$0</i>	<i>\$3,380,000</i>	<i>\$3,870,522</i>
Bond Issuance Costs	\$625,492	\$0	\$625,492	\$625,492
Total Uses	\$4,005,492	\$0	\$4,005,492	\$4,496,014

Annual Budget for the PID

Phases #1A-1B	2021-22 Budget	2020-21 Budget
<i>Lots Triggered in 2020-21 (25 Lots)</i>		
Principal	\$15,038	\$0
Interest	\$24,013	\$36,978
Administrative Expenses	\$6,000	\$6,600
Excess Interest for Reserves	\$3,350	\$0
TIRZ Credit	(\$9,351)	(\$749)
<i>Subtotal</i>	<i>\$39,050</i>	<i>\$42,828</i>
<i>Lots Triggered in 2021-22 (100 Lots)</i>		
Principal	\$59,963	-
Interest	\$97,505	-
Administrative Expenses	\$24,000	-
Excess Interest for Reserves	\$13,550	-
TIRZ Credit	(\$9,390)	-
<i>Subtotal</i>	<i>\$185,627</i>	<i>-</i>
Total Annual Installments	\$244,677	\$42,828

Annual Budget for the PID

Phases #1A-1B	2021-22 Annual Installment <i>(applicable TIRZ Credit not included)</i>	2020-21 Annual Installment <i>(applicable TIRZ Credit not included)</i>
<i>Lots Triggered in 2020-21 (25 Lots)</i>		
50' Lots	\$1,936	\$1,743
<i>Lots Triggered in 2021-22 (100 Lots)</i>		
60' Lots	\$2,167	-
55' Lots	\$2,080	-
50' Lots	\$1,929	-

Changes to Assessment Methodology

- No changes to the Assessment methodology that was previously approved in the Amended and Restated Service and Assessment Plan

Parcel Subdivisions and Consolidations

- No changes to Parcel subdivisions
- According to the Developer, a final plat for Phase #1B was filed and recorded in April 2021. As a result, sixty-six residential Lots are anticipated to be officially recognized in the official Kaufman County roll in 2022

Prepayments

- No prepayments as of July 31, 2021

Next Steps

- Upon approval of 2021-22 Annual SAP Update, the approved amounts for each Parcel will be provided to the Kaufman County Tax Office for billing with the 2021 property taxes
- Disclosure Notices will be updated and information made available to builders, homeowners, etc.
- House Bill 1543



Meeting
Date: 8/23/2021

Date: 8/11/2021

Item #: 14.

Dept.: Administration

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-40-21, an Ordinance of the City Council of the City of Kaufman, Texas, amending the Code of Ordinances, Chapter 106 Utilities, Section 106-7 Water Rates, paragraph (f) (g) (h) and Section 106.8 Sewer Rates, paragraph (e) to adopt increased rates for water and sewer services in order to account for increased costs of service, to increase the monthly rate reduction for seniors, to provide for manual adjustments as authorized by ordinance, policy or action of City Council; containing a severability clause; providing a penalty clause; and providing for publication and an effective date.

BACKGROUND:

This proposed ordinance will establish new water and sewer rates for all customer classifications for FY22, effective October 1, 2021. The volumetric water rate will increase 3% to \$7.95/1,000 gallons of consumption. The fixed Sewer Rate will increase to \$1.38/month for all customer classifications. The volumetric sewer rate will increase 5% to \$5.95/1,000 gallons of consumption. Total average financial impact to a residential customer is \$3.06 for both water and sewer rate increases.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Recommend approval of O-40-21.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☐

ORDINANCE NO. O-40-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, AMENDING SECTION 106-7 "WATER RATES" AND SECTION 106.8 "SEWER RATES" OF CHAPTER 106 "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF KAUFMAN TO ADOPT INCREASED RATES FOR WATER AND SEWER SERVICES AND TO PROVIDE FOR MANUAL ADJUSTMENTS AS AUTHORIZED BY ORDINANCE, POLICY OR ACTION OF CITY COUNCIL; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING FOR ENFORCEMENT; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, after review of the City of Kaufman water rates, the City Council finds it necessary to increase water rates for necessary utility maintenance and improvements; and

WHEREAS, the City of Kaufman finds it necessary and reasonable to adopt a 2% water rate increase for water and a 5.2% sewer rate increase for sewer services that the City provides to its customers; and

WHEREAS, the City Council has determined that the increase in rates is reasonable and necessary in order for the City to continue to provide water and sewer service to City's customers, thus the increase in rates serves the health, safety and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS:

Section 1. Incorporation of Premises. The foregoing recitals are findings of the City Council and are hereby adopted and incorporated by reference and made a part of this Ordinance as if fully set forth herein.

Section 2. Amendments.

2.01. That subparagraph (f) of Section 106-7 "Water Rates" of Chapter 106 "Utilities" of the Code of Ordinances, City of Kaufman, Texas is hereby amended to read as follows, and all other sections, subsections and subparagraphs of Section 106-7 not expressly amended hereby shall remain in full force and effect without amendment:

“Sec. 106-7. Water Rates.

...

- (f) The monthly water rates, effective from the **October 25, 2021** billing, to be charged and collected by the city from all customers obtaining service from the city, or metered at the city limits, or other contractually agreed upon locations, shall be as follows:

Number of Gallons	Residential	Commercial	Wholesale	Public Schools	Multi Unit
First 1,000, minimum	\$17.98	\$17.98	\$17.98	\$17.98	\$15.16
Over 1,000, per 1,000	\$7.98	\$7.98	\$7.98	\$7.98	\$7.98

(g) Senior citizen residential utility customers (age 65 and above) who pay directly for service accounts in their name may apply for a monthly rate reduction of **\$6.00**. A valid form of identification must be presented to determine eligibility, such as a picture I.D., social security document or birth certificate.

(h) A flat fee of **\$17.98** shall also be assessed to each water meter situated outside the corporate limits of the city. This flat fee is assessed to cover city’s additional cost and expense of installing, connecting, reading, maintaining and servicing water meters and appurtenances situated outside the corporate limits of the city.”

2.02. That subparagraph (e) of Section 106-8 “Sewer Rates” of Chapter 106 “Utilities” of the Code of Ordinances, City of Kaufman, Texas is hereby amended to read as follows and all other sections, subsections and subparagraphs of Section 106-7 not expressly amended hereby shall remain in full force and effect without amendment:

“Sec. 106.8 Sewer Rates.

...

- (e) The monthly sewer rates to be charged per month and collected by the City of Kaufman, Texas, from all customers obtaining service from the sewer system of the city, will be and are hereby fixed as set forth below:

- (1) Residential accounts:
- | | |
|--|----------------|
| (a) Minimum charge | \$18.00 |
| (b) Per 1,000 gallons discharged | \$ 5.95 |

(2) Commercial accounts:	
(a) Minimum charge	\$41.34
(b) Per 1,000 gallons discharged	\$ 5.95
(3) Public School accounts:	
(a) Minimum charge	\$41.34
(b) Per 1,000 gallons discharged	\$ 5.95
(4) Multi-Unit accounts:	
(a) Minimum charge – multi unit residential ...	\$14.21
(b) Minimum charge – multi unit commercial ...	\$31.72
(c) Per 1,000 gallons	\$ 5.95

Section 3. Severability. It is hereby declared to be the intention of the City Council of Kaufman, Texas that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause or phrase of this Ordinance shall be declared unconstitutional or invalid by the judgment or decree of any court of competent jurisdiction, such constitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance, since they would have been entered by the City Council without the incorporation of this Ordinance of unconstitutional or invalid sections, paragraphs, sentences, clauses or phrases.

Section 4. Cumulative Repealer/Savings. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

Section 5. Enforcement. The City may enforce the requirements for this Ordinance against any person, firm or corporation violating its provisions as allowed by law or equity, including without limitation, discontinuation of service, civil suit, or civil penalties as allowed by law. This provision is not meant as a limitation of remedies.

Section 6. Effective Date. This ordinance shall be in full force and effect from and after October 1, 2021 and its passage and publication as required by law and Charter, and it so ordained.

PASSED AND APPROVED this 23rd day of August, 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO LEGAL FORM:

PATRICIA ADAMS
CITY ATTORNEY

Meeting

Date: 8/23/2021

Date: 8/16/2021

Item #: 15.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on an installation contract between the City of Kaufman and Performance Services of Texas, Inc. for the purpose of providing services to install AMI water meters; and authorizing the City Manager or his designee to execute necessary documents.

BACKGROUND:

The proposed contract with Performance Services of Texas, Inc will provide a turnkey contract to install new Master Meters and lockable meter boxes for all meters within the city's water utility system. This will also include replacement and repair (as necessary) to all wholesale water customers of the city as well. Total cost for this contract is \$2,600,000.

Final changes are being made this weekend to satisfy both attorney's and will be available on Monday for consideration.

Author:

Mike Slye, City Manager

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Recommend approval of in AMI installation contract with Performance Services, Inc., and authorizing the City Manager to execute the same.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☐

INSTALLATION CONTRACT

Contract No.: [REDACTED]

This INSTALLATION CONTRACT (the "Contract") is made as of the [REDACTED] day of August 2021 by and between Performance Services of Texas, Inc. ("PSI") and the City of Kaufman ("Owner"), concerning the following:

Owner: City of Kaufman
209 S. Washington St.
Kaufman, TX 75142

**Qualified Provider/
Contractor:** Performance Services of Texas, Inc.
801 E. Old Settlers Blvd., Suite 100
Round Rock, TX 78664

Project: Advanced Metering Infrastructure (AMI) and Meter Replacement Program

Scope of Work: PSI proposes to provide Utility Cost Reduction Measures ("UCRMs") for Owner at the Project, as described in the Utility Assessment Report dated [REDACTED], and attached hereto as **Exhibit A** (the "UAR"), and as further described in the Improvement List, dated [REDACTED], and attached hereto as **Exhibit B** (the "Improvement List"), subject to the limits of the Contract Price.

PSI shall cause the UCRMs to be installed in accordance with the UAR, the Improvement List and the Measurement and Verification Plan, attached hereto as **Exhibit C** (the "M&V Plan"). PSI has guaranteed the savings due to the installation of the UCRMs as set forth in the UAR and the Performance Guarantee Agreement, attached hereto as **Exhibit D** (the "Guarantee").

Contract Price: [REDACTED] Dollars (\$ [REDACTED])

Terms of Payment: Monthly progress based payments, pursuant to the terms of Paragraph 4 below.

Exhibits: "A": Utility Assessment Report ("UAR")
"B": Improvement List
"C": Measurement and Verification Plan ("M&V Plan")
"D": Performance Guarantee Agreement ("Guarantee")

Owner certifies that i) the execution and delivery of this Contract has been duly authorized by all necessary corporate or official action required of Owner; ii) this Contract is a legal, valid and binding obligation, enforceable against Owner; and iii) this Contract satisfies any and all applicable procurement laws, rules and/or regulations of the State of Texas.

PSI and Owner agree to the terms above and as set forth below in the following Terms and Conditions and in the Exhibits attached hereto, all of which are a material part of this Contract. The Contract, with its attachments and exhibits, is the full agreement between PSI and the Owner as of the date it is signed. All previous conversations, correspondence, agreements, or representations not included in the Contract are

not part of the Contract between PSI and the Owner. This Contract shall become effective on the date first above written notwithstanding different dates of execution hereof.

OWNER:

QUALIFIED PROVIDER/CONTRACTOR:

CITY OF KAUFMAN

PERFORMANCE SERVICES, INC.

By: _____
Signature

By: _____
Signature

Michael Slye, City Manager
Printed Name and Title

Printed Name and Title

TERMS AND CONDITIONS

1. **SCOPE OF WORK.** PSI shall provide Owner with the work and the services set forth in the Scope of Work, as developed pursuant to the terms above ("Work"), except to the extent specifically indicated in the Contract Documents to be the responsibility of others. PSI shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. PSI shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work and Services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Owner and PSI will mutually agree upon any required field utilities or other work, equipment or services to be provided by the Owner. Conflicts, errors, discrepancies and/or disputes concerning the Scope of Work to be performed by PSI shall be resolved pursuant to Section 2 below.
2. **CONTRACT DOCUMENTS.** The Contract Documents are comprised of the following: (1) this Contract; (2) all written modifications, addenda, amendments, scope modifications or additions to this Contract; (3) the UAR; (4) the Improvement List; (5) the Measurement and Verification Plan; (6) the Performance Guarantee; and (7) the PSI Proposal. The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event that inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Contract, PSI and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in this Section 2.
3. **MUTUAL OBLIGATIONS.** Owner and PSI commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to realize the benefits afforded under the Contract Documents. Owner shall, throughout the performance of the Work, cooperate with PSI and perform its responsibilities, obligations and services in a timely manner to facilitate PSI's timely and efficient performance of the Work and so as not to delay or interfere with PSI's performance of its obligations under this Contract.
4. **CONTRACT PRICE AND PAYMENT.** The total price for PSI's Work under this Contract shall be as set forth above, subject to adjustments as set forth herein (the "Contract Price"). All payments made by Owner to PSI shall be made via wire transfer. Within ten (10) days of execution of the Contract, Owner shall pay to PSI the agreed cost for the UAR, five percent (5%) of the Contract Price as a mobilization fee and one hundred percent (100%) of the engineering for the Project, as specified in the UAR. Thereafter, the balance of the Contract Price



shall be paid to PSI in monthly progress payments on or before the [REDACTED] of each month for the value of work completed plus the amount of materials and equipment suitably stored, either on site or off-site the previous month, less the aggregate of previous payments to PSI. Sales of materials are payable in cash on delivery of the goods. ~~There shall be no retainage withheld from payments made under this Contract. Final payment, constituting the entire unpaid balance for the Work, shall be due 30 days after the Work described in this Contract is substantially complete, except for 150% of the value of any agreed upon punch list items remaining at that time. "Substantial Completion" is defined as the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Any amounts withheld for punch list shall be due 30 days after the punch list items are completed. Any performance guarantee, as set forth in the Performance Guarantee, shall not commence or become effective until such final payment is received by PSI. No back charges or claim of Owner for services shall be valid except by the agreement in writing by PSI before work is executed. In the event that the Owner fails to make any monthly progress payment or is otherwise overdue in making such payment, and upon fourteen (14) days written notice to the Owner, PSI shall be entitled to stop work without prejudice to any other remedy it may have, and Owner shall be responsible to PSI for any increased costs in demobilization and remobilization in stopping and re-commencing the Work. In the event of such work stoppage and start up, PSI and Owner agree to cooperate in adjusting any schedule requirements so as to endeavor to minimize the impact on the Owner's operations of its facility. All sums not paid when due shall bear interest at the rate of 1½% per month from due date until paid or the maximum legal rate permitted by law whichever is less; and PSI is entitled to recover all costs of collection, including PSI's attorney fees, from the Owner.~~

Comment [EB1]: From PA: What is our guarantee and how does this work get done?

5. **ACCESS TO JOB-SITE.** Owner and PSI shall mutually agree upon the access to the jobsite necessary to perform the Work, as well as any preparation of work areas so as to be acceptable for PSI's Work under this Contract. PSI and Owner will cooperate with each other to coordinate such access and preparation of the work areas. PSI will not be called upon to start work until the mutually agreed upon access to the jobsite is provided and until sufficient areas are ready to ensure continued work until job completion. The performance of PSI's Work is contingent upon such agreed access to the job site and to the areas whereby PSI is to perform its work.
6. **SCHEDULE.** After execution of this Contract, PSI shall be given a reasonable time in which to commence and complete the performance of the Work under this Contract ("Contract Time"). PSI shall not be liable or responsible for any loss, damage, costs, delay, default, or injury that is caused by acts, omissions, conditions, events or circumstances beyond its control or due to no fault of PSI or those for whom PSI is responsible, or due to any act, omission or neglect of the Owner or anyone under the Owner's control, including but not limited to: delays, hindrances or interferences caused by Owner, architect and/or engineers, or other contractors, subcontractors, suppliers or third parties; Concealed or Unknown Subsurface Conditions, Hazardous Conditions, changes ordered in the Work, armed conflict or economic dislocation resulting therefrom; embargos, shortages of labor, equipment or materials, production facilities or transportation; labor difficulties or disputes, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents, unusual or unanticipated weather conditions or precipitation and acts of God. IN NO EVENT SHALL PSI BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES.
7. **WARRANTY.** PSI warrants that materials and equipment furnished by PSI will be of good quality and new; that the Work will be free from defects, and to the extent consistent with the standard of reasonable care and skill ordinarily used and exercised by contractors such as PSI in performing work for projects of the same type, kind, nature, complexity and size as the Project covered by this Contract, and as otherwise not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Contract. PSI warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of Substantial Completion ("Warranty Period"). THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. During the Warranty Period, upon fourteen days (14) written notice from the Owner, PSI shall, at its option, repair or replace the defective Work. PSI's warranty obligations shall lapse after the running of the Warranty Period. These warranties do not extend to any Work that has been repaired by others, abused, altered, misused, or that has not been properly and reasonably maintained. PSI

shall not be responsible for damage to its work caused by others. Any repair work necessitated by such damage caused by others will be considered as an order for extra work. PSI will not be responsible for special, incidental, or consequential damages.

Nothing in the warranties provided herein are intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section. Upon expiration of the Warranty Period, PSI will assign the rights to any manufacturer's warranty and all other rights against manufacturers of materials and equipment and Owner accepts such assignment for all materials and equipment incorporated into the Work. The Owner agrees that after expiration of the Warranty Period, its sole remedy for defects or failure of materials or equipment is directly against such manufacturers and waives all rights against PSI for any defects or failures of such materials or equipment following Substantial Completion. PSI will provide the Owner with all manufacturers' warranties upon expiration of the Warranty Period. However, PSI's failure to do so does not waive or modify this provision.

8. **CONCEALED OR UNKNOWN CONDITIONS.** Should concealed or unknown subsurface conditions be encountered in an existing structure during the performance of PSI's Work that are of an unusual nature, differing materially from those ordinarily encountered and not generally recognized as inherent in work of the character provided for in this Contract, the Contract Price shall be equitably adjusted upon claim by the PSI for any increased costs.
9. **OWNER SCOPE MODIFICATIONS.** PSI agrees not to seek any change orders for additional costs incurred in performing the Work pursuant to the Scope of Work set forth above. However, in the event that the Owner modifies the Scope of Work and directs PSI to perform any additional or extra work outside the Scope of Work as set forth above, the Contract Price and Contract Time shall be adjusted accordingly. PSI shall not be obligated to perform scope modifications, including additional or extra work, unless PSI shall receive a written directive, signed by an authorized representative of Owner; provided, that work performed without the written directive of Owner, but made necessary by an emergency involving an immediate threat to the safety of persons or property, or the non-performance of which would impair the efficiency, scheduling or coordination of the work of Owner, PSI or PSI's subcontractors, shall nevertheless serve as a basis for revising the Contract Price or Contract Time in accordance with this paragraph. The amount to be paid by Owner to PSI for any scope modifications, including additional or extra work, or the amount to be allowed by PSI, shall be determined as provided under the terms of the Contract, except, notwithstanding any provisions to the contrary in the Contract or elsewhere in the Contract Documents, PSI shall be entitled to an allowance of twelve percent (12%) for overhead and an allowance of six percent (6%) for profit, in addition to its actual costs for materials and labor on all scope modifications, including additional or extra work.
10. **MATERIALS.** All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
11. **TAXES, PERMITS, AND FEES.** PSI shall be responsible for obtaining all permits and related permit fees associated with the Work. PSI shall pay sales, consumer, use, and other similar taxes and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution. The Owner shall be responsible for securing any necessary approvals, easements, assessments, or zoning changes and shall be responsible for real estate and personal property taxes where applicable.
12. **OWNER PROJECT CRITERIA.** In the event that Owner furnishes any criteria or design requirements, such as conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements for the Project which may describe the Owner's program requirements and objectives for the Project, including but not limited to the character, scope, use, space, price, time and scheduling requirements, relationships, forms, size and appearance of the Project, site and expandability requirements, materials and systems and, in general, their quality levels, performance standards, requirements or criteria, and major



equipment layouts, submittal requirements and other requirements governing PSI's Work (defined herein collectively as "Owner Project Criteria"), then PSI shall have the right to rely on the information contained in the Owner's Project Criteria in performance of the Work, including the preparation of any drawings, plans and specifications.

13. **OWNER SERVICES AND INFORMATION.** Owner shall provide, at its own cost and expense, for PSI's information and use the following, all of which PSI is entitled to rely upon in performing the Work: (1) Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines; (2) Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site; (3) Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper construction of the Project and enable PSI to perform the Work; (4) A legal description of the site; (5) To the extent available, as-built and record drawings of any existing structures at the Site; (6) To the extent available, environmental studies, reports and impact statements describing the structural and mechanical systems, chemical, air and water pollution and environmental conditions, including Hazardous Conditions, in existence at the Site; and (7) any other mutually agreed upon services and information.)

Comment [EB2]: City review.

14. **OWNER REPRESENTATIONS.** Owner represents, warrants and agrees that (i) it has obtained any consents, approvals, permissions and easements necessary for the work, excluding state and local permits and design releases being furnished by PSI pursuant to Paragraph 11, and has furnished all bonds or financial security called for by governmental authorities; (ii) job and site conditions are such that the work is ready to be started in normal course; (iii) there are no concealed or unknown subsurface conditions in the existing structure and there are no unusual soil or subsurface conditions at the site and the area where the work is to be installed consists of undisturbed virgin soil; (iv) if the work is dependent upon or is to be undertaken in conjunction with other work, such other work shall be performed so as to permit PSI to perform the work without unusual or extraordinary effort or cost and in a normal uninterrupted single shift operation; (v) it is the owner of the site; and, (vi) all tap in, connection and other types of fees and charges have been fully paid.)

Comment [EB3]: City review. Is all of this true?

15. **FINANCIAL ASSURANCES.** If requested by PSI, Owner shall furnish reasonable evidence satisfactory to PSI, prior to signing this Contract, or any time thereafter, that sufficient funds are available and committed for the entire cost of the Project, including payment in full of the Contract Price. If PSI elects to proceed with work without having received such evidence, it may stop work upon ten days notice if such evidence has not been furnished within five days after such request.

16. **LIQUIDATED DAMAGES.** Owner shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Contract and no liquidated damages may be assessed against PSI for delays or causes attributed to other PSIs or arising outside the scope of this Contract.

17. **CLEANUP.** PSI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, PSI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. PSI agrees at all times to keep the job site clean of debris arising out of its own operations, and Owner shall in no event back charge PSI for the Owner's cleanup costs without PSI's written consent.)

Comment [EB4]:

18. **SAFETY.** PSI shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property. PSI's responsibility for safety under this Section is not intended in any way to relieve any of PSI's subcontractors, suppliers or second or third tier subcontractors and suppliers of their own legal obligations and responsibility for complying with any applicable laws, ordinances,

Comment [EB5]: I don't know the background – would they need to restore anything possibly?

rules, regulations, and lawful orders of public authorities related to safety of persons or property, and for taking all necessary measures to implement and monitor reasonable safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

19. **HAZARDOUS MATERIALS.** Unless specifically noted in the Contract, PSI is not responsible for any hazardous conditions encountered on site. "Hazardous Conditions" are any materials, wastes, substances and chemicals deemed to be hazardous under applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project, the practices involved in the Project, or any Work. Unless specifically noted in the Contract, PSI's obligations expressly exclude any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Conditions, including but not limited to asbestos in or on the premises. Upon encountering any Hazardous Conditions, PSI will stop work until the Owner takes the necessary measures necessary to ensure that the Hazardous Conditions have been remediated or rendered harmless. Such measures and remediation are the responsibility of the Owner, not PSI.
20. **PSI INSURANCE.** Prior to commencing the Work, PSI shall provide a certificate of insurance to the Owner showing its insurance coverage, and PSI shall maintain such insurance in full force and effect at all times until the Work has been completed, in the following minimum amounts:

COVERAGES	LIMITS OF LIABILITY
Commercial General Liability	
> General Aggregate	\$ 2,000,000
> Product & Completed Operations Aggregate	\$ 2,000,000
> Personal & Advertising Injury	\$ 1,000,000
> Each Occurrence	\$ 1,000,000
> Automobile Liability- Each Occurrence	\$ 1,000,000
> Workers Compensation	\$500,000/\$500,000/\$500,000
> Umbrella Policy in addition to individual coverage	\$10,000,000

The Owner and its consultants shall be additional insureds on the Contractor's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory as to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or policy limits not more than the amounts required under this Contract.

The insurance carriers shall have no right of subrogation against Owner and its consultants and their respective officers, directors, consultants, agents, and employees, and Contractor shall obtain from each of its subcontractors a waiver of subrogation on all insurance coverages required, including Commercial General Liability, Workers Compensation, Employers Liability and Automobile Liability, in favor of the parties identified herein with respect to losses arising out of or in connection with the Work on the Project.

PSI shall also purchase and maintain Builder's Risk insurance. The Builder's Risk insurance shall be maintained until Substantial Completion, unless otherwise agreed in writing by the parties to this Agreement. This Builder's Risk insurance shall include the interests of Owner, PSI, and PSI's subcontractors and sub-subcontractors in the Project as insureds. PSI shall disclose to the Owner the amount of any deductible for the Builder's Risk, and the Owner shall be responsible for the cost of any losses within the deductible.

21. **OWNER'S INSURANCE.** The Owner shall assume full responsibility for any risk of loss to adjacent property and premises (including any existing structure(s) and any other tangible property) other than damage to the Work itself. The Owner shall procure and maintain property insurance upon all property and premises (other than the Work itself), in an amount equal to the total value of the property and premises on a replacement cost basis, and on all real and personal property, including professional fees, overtime premiums and all other expenses incurred



to replace or repair the insured property. The property insurance shall insure against the risks included in an ISO special cause of loss form or equivalent without exclusions for the perils of fire, theft, vandalism, malicious mischief, collapse, flood, earthquake, airborne property, debris removal, windstorm, and hail. Owner shall also procure and maintain business interruption insurance and extra expense insurance in an amount sufficient to cover the necessary restoration period following a loss. Upon Substantial Completion, Owner shall assume full responsibility to insure the replacement value of the Project and the completed Work.

Upon Substantial Completion of the Project, and Substantial Completion of any energy conservation measures ("ECM's"), and upon each insurance renewal date, Owner shall deliver to Provider a certificate evidencing such insurance upon request of PSI.]

Comment [EB6]: Is City prepared for this?

22. **MUTUAL WAIVER OF SUBROGATION.** The Owner and PSI mutually waive all rights against each other, and each of their subcontractors and sub-subcontractors, for losses or damages to the extent such losses or damages are covered by Builder's Risk insurance under Paragraph No. 20 herein, except such rights as they may have to the proceeds of such insurance held by PSI as trustee. The Owner and PSI mutually waive all rights against each other (but not their respective subcontractors and sub-subcontractors, which rights are expressly reserved) for losses or damages covered by any insurance under Paragraph 21 herein, except such rights as either Owner or PSI may have to the proceeds of such insurance held by the Owner as trustee. Notwithstanding anything to the contrary herein, the mutual waivers of subrogation set forth herein shall not be deemed to waive any rights by either Owner or PSI to pursue recovery or payment from any party or entity of any deductible obligations for the Builder's Risk insurance or the insurance set forth in Paragraph 21 herein.

23. **BONDS.** Prior to commencement of the Work, PSI shall execute and deliver to Owner a 100% Performance Bond and 100% Payment Bond, in a form acceptable to the City Attorney, in an amount equal to the full Contract Price at the time this Contract is executed. The bond will be written with a company licensed to transact business in the State where the work is located and has a minimum A.M. Best Rating of A VII.

Notwithstanding anything to the contrary in the Contract or otherwise, these Bonds shall not guarantee or secure any of the Contract obligations that concern: (1) any guarantees or warranties with a term beyond one (1) year from the date of completion of the installation portion of the Contract; (2) any efficiency or energy savings guarantees without regard to the term of such guarantee obligations; and (3) any support or maintenance service agreements or obligations related to the Contract.

24. **OWNER'S REPRESENTATIVE.** The Owner designates the following individual as its Owner's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of the Owner, and otherwise bind the Owner with respect to all matters requiring Owner's decision or approval:

Name: Michael Slye
Title: City Manager
Address: 209 S. Washington St. Kaufman, TX 75142
Phone: 972-932-2216
Fax: 972-932-0307
Email: msllye@kaufmantx.org

Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit PSI to fulfill its obligations under this Contract. Owner's Representative shall also provide PSI with prompt notice if it observes any failure on the part of PSI to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

25. **PSI'S REPRESENTATIVE.** PSI designates the following individual as its Contractor's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of PSI, and otherwise bind the PSI with respect to all matters requiring PSI's decision or approval:

Name: Jim Adams
 Title: Texas General Manager
 Address: 4670 Haven Point Boulevard, Suite 200, Indianapolis, Indiana 46280
 Phone: (317) 713-1750
 Fax: (317) 713-1751
 Email: jadams@performanceservices.com

26. **DISPUTE RESOLUTION.** ~~The~~**RESOLUTION.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, PSI and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. PSI and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute or disagreement cannot be resolved through Contractor's Representative and Owner's Representative, senior executives of PSI and the Owner, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. If after the meeting between senior executives, the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties ~~shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. If mediation is unsuccessful, any and all disputes under this Contract shall be decided by confidential arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted in the county in which the Project is located and shall be governed by Texas law.~~ may seek an adjudicated resolution through the appropriate court.

27. **INDEMNIFICATION.** PSI, to the fullest extent permitted by law, shall indemnify and hold harmless Owner, its officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of PSI or its subcontractors or suppliers, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. ~~Any such indemnification obligation of PSI shall be excused or discharged to the extent that the claim, damage, loss and expense, or event giving rise to the demand for indemnification, defense and hold harmless is caused in whole or in part by the acts or omissions of the Owner or any party sought to be indemnified.~~ Likewise, the Owner, to the fullest extent permitted by law, shall indemnify and hold harmless PSI and any of PSI's officers, directors, employees, or agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors, or anyone for whose acts any of them may be liable. The Owner shall waive any rights of subrogation with regard to any damage to all real and personal property until all of the Work has been completed and accepted by the Owner.

28. EVENTS OF DEFAULT.

- (a) **By Owner.** The term Event of Default, as used in this Contract with respect to Owner, means the occurrence of any one of more of the following events: (i) Owner fails to make any payment as it becomes due in accordance with the terms of this Contract, and any such failure continues for five (5) days after the due date thereof; (ii) Owner fails to perform or observe any other covenant, condition or agreement to be performed

or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by PSI; (iii) the discovery by PSI that any statement, representation or warranty made by Owner, legal, financial or otherwise, in this Contract or in any document ever delivered by Owner pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; or (iv) Owner becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Owner or of all or a substantial part of its assets, or fails to provide the financial assurances required by Paragraph No. 15.

- (b) By PSI. The term Event of Default, as used in this Contract with respect to PSI, means the occurrence of any one or more of the following events: (i) PSI's failure to perform its obligations in the manner and within the time prescribed by the terms of the UAR subject to the provisions of Paragraph No. 6; (ii) failure to pay, within 30 days of notice that payment is due, the amount required by the terms of the Guarantee; or (iii) failure to repair or replace defective equipment, material or workmanship within the Warranty Period within 60 days after receipt of notice from the Owner.

29. **REMEDIES.** Upon the occurrence of an Event of Default, either party may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate action to enforce the terms of this Contract, (ii) recover damage for the breach of this Contract, and (iii) rescind this Contract as to any or all of the UCRM's. In addition, the parties shall remain liable for all covenants and indemnities under this Contract, and for all attorney fees and other costs and expenses, including court costs, incurred with respect to the enforcement of any of the remedies listed above or any other remedy available to either party to this Contract.

30. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** The Owner and PSI mutually waive any and all claims against each other for any and all consequential and/or speculative damages or losses and incidental costs and expenses arising out of or relating to the Contract and whether arising in contract, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes:

- (a) damages incurred by the Owner for rental expenses, for losses of use, business interruption, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- (b) damages incurred by PSI for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

31. **OWNER'S REMEDIES.** The Owner's remedies with respect to equipment found to be defective in material or workmanship, or the installation thereof, shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL PSI BE LIABLE FOR CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON CONTRACT, STATUTE, TORT (NEGLIGENT OR INTENTIONAL), STRICT LIABILITY OR EXPRESS OR IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT, OR FAILURE OF SUCH EQUIPMENT, REGARDLESS OF THE CONFORMITY WITH THE TERMS AND CONDITIONS THIS CONTRACT.

32. **ENFORCEMENT OF CONTRACT.** In the event that either party is required to enforce any of the terms and conditions of this Contract, or is entitled to recover from either party any damages or moneys, then such prevailing party shall be entitled to recover its attorney fees incurred for all investigation, negotiation, litigation, arbitration and other such services commonly performed by attorneys, and all court costs, fees paid to experts, arbitration fees and similar expenses.

33. **MODIFICATIONS.** Additions, deletions, and modifications to the Contract may be made upon the mutual written agreement of the parties. Such additions may include proposals from PSI for additional Work.
34. **NOTICES.** All notices or communications related to this Contract shall be in writing and shall be deemed served if and when sent by email, facsimile, U.S. mail or hand delivery to the representative listed in Paragraph Nos. 24 and 25 above..
35. **WAIVER.** No action or failure to act by the PSI shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.
36. **SEVERABILITY.** Every provision of the Contract is intended to be severable such that, if any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be severed from the Contract and shall not affect the validity of the remainder of the Subcontract.
37. **CONTROLLING LAW.** This Contract, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the law of the State of Texas. Venue and forum for any action or proceeding shall be in a court of competent jurisdiction in the county in which the Project is located.
38. **ASSISTANCE WITH FEDERAL PROGRAMS.** The Internal Revenue Code allows various tax benefits to companies that implement energy efficiency and renewable energy projects with public entities in some situations. Owner agrees to assist PSI in applying for these federal programs, should any be applicable due to the execution of this Contract and the performance of the Work. PSI agrees to reimburse the Owner for any labor or other costs incurred by Owner in helping PSI complete applications for these programs.
39. **SOFTWARE UPGRADES AND COMPATIBILITY; REMOTE ACCESS.** It is understood that from time to time operating software that may be an inherent part of Owner's facilities and/or the Project improvements will be upgraded and/or transitioned to new platform by the developer of such software, outside of the control of PSI. Owner shall be responsible for all costs associated with any and all software upgrades and/or compatibility requirements. In addition, during the Contract Time and the period of the Guarantee, Owner agrees to grant PSI remote access as follows:
- (a) Access to Owner's HVAC system via VPN connection;
 - (b) Access to relay emails from the HVAC devices for alarm notification and energy reporting;
 - (c) Access to the HVAC devices for retrieval of weather data, time sync and other necessary functions;
 - (d) Access for use in commissioning HVAC devices;
 - (e) Owner understands and acknowledges that the building automation system for the Project will be uploading telemetry and building control system operating data to a centralized online repository for ease of management and reporting. Owner agrees to allow unrestricted outbound internet access as appropriate to facilitate communications from the equipment installed by PSI.

END OF DOCUMENT

Advanced Metering Infrastructure (AMI) Upgrade Project



*209 S. Washington
Kaufman, TX 75142*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
August 9, 2021*

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EXHIBIT A

INVESTMENT GRADE AUDIT



*209 S. Washington
Kaufman, TX 75142*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
August 6, 2021*

Water Meters: 2,885

I. EXECUTIVE SUMMARY

A. BACKGROUND

PSI was selected by the City of Kaufman in April 2021 to develop an Investment Grade Audit for an Energy Savings Performance Contract. This audit evaluated active and passive meters located within the City as well as an Advanced Metering Infrastructure (AMI).

As part of the evaluation, PSI helped the City evaluate two (2) major meter manufacturers selected by the City. During this evaluation, these two firms developed detailed propagation studies and pricing. PSI also inspected, with Kaufman staff and a contractor, the condition and estimated the cost to replace the wholesale meters serving the four local water supply corporations.

Site audits, including propagation studies and meter testing were performed in April – May, 2021.

City of Kaufman objectives for this project are as follows:

- Water meters that would maintain long term accuracy
- Increased water revenues through improved meter accuracy
- Installation of an AMI system to reduce operational costs and to improve customer satisfaction
- Mitigation of future operational and maintenance costs

This report documents PSI's findings and recommendations. The information presented herein includes existing conditions in the field, meter testing results, engineering and financial analyses, and savings calculation methodology associated with the water meters and AMI that are recommended by PSI.

Additionally, the City of Kaufman will benefit from new equipment installed to replace and modernize existing aged equipment infrastructure. These equipment replacements and improvements eliminate the need for the City of Kaufman to devote resources to fund and procure such repairs and replacements while benefiting the City's operations and reliability of services.

The following is a summary of the conservation measure types included in this project:

- Solid state water meters
- Replacement of all meter boxes due to their condition
- Advanced metering infrastructure
- Automated water billing integration
-

Project Benefits:

1. Improved water meter accuracy
2. Improved billing accuracy and timeliness
3. Cost savings
4. Increased revenue
5. Water meters with up to 20 years of guaranteed accuracy and battery life
6. Minimized water system maintenance and operational costs
7. Capital renewal (replacement) of all meter boxes

B. SYSTEMS ANALYZED

PSI has conducted a detailed assessment of water system assets for City of Kaufman.

This study focuses on residential & commercial water meters, water billing process and lost water throughout the City. PSI has identified areas for AMI water meters and increased operational efficiencies. Although there are numerous facilities and sites that comprise City of Kaufman, this study targeted the active water meters owned by the City. The following lists measures assessed in this report:

Table 1A: List of Measures included in the Report

Site in Project Scope
Commercial water metering
Residential water metering
Meter data management
Customer portal
AMI infrastructure sites

C. COMPOSITE PROJECT SUMMARY

Table 1B: List of Recommended Utility Cost Reduction Measures

Utility Cost Reduction Measures		
Site	Solid State Water Meters	AMI
Residential Water Customers	◆	◆
Commercial Water Customers	◆	◆
Industrial Water Customers	◆	◆

Table 1C: Summary of Project: Financial and Savings

SUMMARY OF PROJECT		
	Total ¹	
Water Savings:	11,963	kGal/yr.
Cost Savings:	186,609	\$/yr.
Base Year Cost Reduction:	4.5	%
Implementation Cost	2,601,573	\$
Payback Period Excluding Cost Savings to Owner	13.9	Years

1. O&M Savings identified for project justification are included in the total.

This report identifies a measure combining water meter replacements and implementation of AMI. Collectively, these are the Utility Cost Reduction Measures (UCRMs) recommended by PSI. If implemented by PSI, UCRMs will incur costs and deliver savings as summarized above. All engineering, equipment, material, project management, and commissioning costs are included. PSI provides professionally managed, turnkey projects for customers and proposes this project as a single turnkey transaction. Although several subcontractors and vendors are involved, all will be managed by PSI.

**TABLE 1D Summary of Utility
Cost Reduction Measures and Project Totals**

UCRM No.	UCRM Title	ANNUAL SAVINGS									Project Cost (\$)	Payback (yrs.)	Estimated Project Lifetime (yrs.)
		Electric Energy (kWh/yr)	Demand (kW/yr)	Electric (\$/yr)	Natural Gas (th/yr)	Natural Gas (\$/yr)	Water/Sewer (kgal/yr)	Water/Sewer (\$/yr)	O&M Savings	Annual Capital Cost Avoidance			
1	Water Meters/AMI w/ Boxes						11,963	\$143,266	\$20,195	\$23,148	\$2,601,573	13.9	20
Totals		0	0	\$0	0	\$0	11,963	\$143,266	\$20,195	\$23,148	\$2,601,573	13.9	
Utility Assessment Report Cost		\$35,000	Included in above costs										
Project Cost Savings to Owner		\$163,461	Increased Revenue, Energy Savings and O&M Cost Reduction. Capital Cost Avoidance is shown below.										
Construction Bonding Cost		\$52,031	Included in above costs										
Annual Capital Cost Avoidance		\$23,148	Includes value of water meter boxes not being purchased over next 20 years										
IMPLEMENTATION TOTALS		\$2,601,573											
2nd Year M&V Service Cost		\$2,800	May be cancelled at any time										
Non Energy Savings (Water O&M)		\$20,195	Shown above										
Financing Cost		\$737,511											

II. GENERAL SYSTEM DESCRIPTIONS

A. SYSTEM DESCRIPTION

The PSI audit team conducted on-site testing of the meters listed in Section 1 of this report and described in detail below. During the audit, PSI interviewed key staff members to gain a better understanding of the metering system.

In keeping with the goals of City of Kaufman while complying with requirements set forth by city and state legislation, PSI was additionally able to identify meters which were previously not billed for usage.

The City of Kaufman provides water and sewer services to residents and commercial businesses. There are different rates for water/waste water customers based on type of facility. Please refer to Section 4 – Utility Rate Schedule Analysis for detailed explanation and discussion of PSI's approach for addressing water/sewer billing rates.

The following tables provide detailed information gathered during our site audits of the systems included within this project. Additional general information follows:

- The City reads, bills and maintains 2,685 active water meters
- All water meters tested were functioning, but at varying accuracies
- The City is using standard utility billing software
- The City manually reads water meters and enters data into the utility software

C. UTILITY COST REDUCTION MEASURES (UCRMs)

Utility Cost Reduction Measures		
Site	Solid State Water Meters	AMI
Residential Water Customers	◆	◆
Commercial Water Customers	◆	◆
Industrial Water Customers	◆	◆

D. UTILITY ANALYSIS METHODOLOGY

Performance Services has developed water baselines from utility data provided by the City of Kaufman. Water baselines were established by using averaged utility data.

Water savings/revenue increases were determined using standard engineering calculation spreadsheets included in the Appendix.

III. BASE YEAR WATER DATA

Baseline Information	
Water Revenue:	\$2,393,499
Sewer Revenue:	\$1,525,251
Total Revenue:	\$3,918,750
Active Water Accounts	2,885
Billed Baseline (kgals):	226,326

Base year is 2019. Water and sewer revenue for 2019 was provided by the City. Billed baseline water comes directly from the 2019 Water Audit Report submitted to Texas Water Development Board. This value is the difference between billed metered water and corrected wholesale water sales.

IV. UTILITY RATE SCHEDULE ANALYSES

A. WATER AND WASTEWATER SCHEDULE ANALYSIS

CITY OF KAUFMAN WATER RATES FOR CUSTOMERS EFFECTIVE beginning 10/1/2019

NAME OF UTILITY: City of Kaufman Water Utility

SUMMARY OF BILLING COMPONENT CHARGES:

Kaufman water-sewer rates are shown in the table below. There have been no rate increases since 10-1-2019 and none are proposed for FY2022. The rates are applied as monthly base fees (including first 1,000 gallons) plus consumption rates applied per kgal with no tiers or caps.

	FY16 Oct-15	FY17 16-Oct	FY18 17-Oct	FY19 18-Oct	FY20 19-Oct	FY21 20-Oct	FY21 20-Oct	FY22 21-Oct
WATER								
Residential	13.73	\$ 13.97	\$ 15.32	\$ 16.09	\$ 17.98	\$ 17.98	\$ 17.98	\$17.98
Commercial	13.73	13.97	15.32	\$ 16.09	\$ 17.98	\$ 17.98	\$ 17.98	\$17.98
Wholesale	13.73	13.97	15.32	\$ 16.09	\$ 17.98	\$ 17.98	\$ 17.98	\$17.98
Public Schools	13.73	13.97	15.32	\$ 16.09	\$ 17.98	\$ 17.98	\$ 17.98	\$17.98
Multi-unit	11.34	11.58	12.70	\$ 13.34	\$ 15.16	\$ 15.16	\$ 15.16	\$15.16
Over 1,000 per 1,000	5.93	6.17	6.77	\$ 7.11	\$ 7.75	\$ 7.75	\$ 7.75	\$ 7.75
Becker-Jiba	3.09	3.33	3.65	3.72	3.79	3.79	3.79	3.79
Senior Discount	5.70	5.70	6.00	6.00	6.00	6.00	6.00	6.00
Outside city, flat fee	14.25	14.25	15.63	16.41	17.89	17.89	17.89	17.89
Connection fee	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Transfer fee	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
NSF	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Late Charge	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Reconnect	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00
After hours reconnect	75.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
Misdemeanor violation	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
SEWER								
Residential	14.40	14.40	15.12	15.12	16.62	16.62	16.62	16.62
Commercial	36.63	36.63	38.46	38.46	39.96	39.96	39.96	39.96
Public Schools	36.63	36.63	38.46	38.46	39.96	39.96	39.96	39.96
Multi-unit, residential	10.79	10.79	11.33	11.33	12.83	12.83	12.83	12.83
Multi-unit, commercial	27.47	27.47	28.84	28.84	30.34	30.34	30.34	30.34
Over 1,000 per 1,000	5.05	5.05	5.30	5.30	5.78	5.78	5.78	5.78

VALUE OF INCREASED MEASURED WATER TO BE USED IN CALCULATIONS OF REVENUE INCREASE:

The rate shown below is used as the value (per kgal) of additional water usage measured after installation of the new, more accurate water meters. Calculations deriving this empirical incremental consumption rate based on historical data are found in the Appendix.

Water/Sewer Average Rate

Meter Size	Cost per kgal
All	\$11.98

V. TECHNICAL ANALYSIS

A. UTILITY COST REDUCTION MEASURES

Table 5-1 identifies Utility Cost Reduction Measures (UCRM) – actually revenue increasing measures in this case - that are proposed to be implemented as part of this guaranteed savings project. These UCRMs provide an increase in water-sewer revenue while also addressing City of Kaufman’s need for necessary infrastructure improvements.

Table 5-1: Utility Cost Reduction Measures

Measure Type	Utility Cost Reduction Measure
Water	Solid State Water Meters w/AMI

In addition to the revenue increase, the City of Kaufman will also expect to realize other important benefits:

- O&M savings
- Water system automation
- Guaranteed meter accuracy
- Leak detection on Customer side of meter
- Customer portal for tracking water usage
- Improved customer service with staff more available to respond to customer calls/needs rather than reading meters

Project scope of work specifics follow:

UCRM-1: Solid State Water Meters/AMI

Water Meters/AMI w/ Boxes

kWh Savings	0	kWh/Year
Natural Gas Savings	0	Therms/Year
Water Savings	11,963	kgal/Year
Cost Savings	\$186,609	Per Year
Implementation Cost	\$2,451,573	
Simple Payback Period	13.1	Years
Est. Useful Life	20	Years

Water Meters

This measure considers replacement of the existing residential, commercial and water supply meters. Benefits include:

- Accurate flow measurements at extended-low, low, medium and high flows
- No moving parts in the meters
- Reduced maintenance

- 20-year accuracy warranty on most meters
- More accurate customer billing
- More accurate and higher billed water/sewer revenues

This measure includes replacing the following quantity and size of water meters:

Meters Size	Quantity
5/8"x3/4"	2562
1"	172
1.5"	2
2"	138
3"	6
4"	3
6"	2

If the City elects to replace the wholesale meters that are not already ultrasonic, this will add two (2) 1" meters, one (1) 4" meter and one (1) 6" meter paid for from the Owner Directed Allowance.

- The scope of work includes an Owner Directed Allowance of \$150,000 which can be used as the City desires. Project unit pricing is included in the appendix.
- The scope also includes replacement of all (2,874) water meter boxes from 5/8 x 3/4" through 2", using composite boxes manufactured by DFW Plastics in Ft Worth.
- During construction, PSI is not responsible for existing water line leaks and is only responsible for new water line leaks within 2 feet of the new installed meters
- All materials made obsolete during this work will be disposed of according to state and local requirements.
- Scope includes furnishing the following spare water meters:
 - (20) 5/8" x 3/4" meters
 - (5) 1" meters

Solid State Water Meters:

Ultrasonic meters use solid-state technology in a compact, totally encapsulated, weatherproof, and UV-resistant housing, suitable for residential and commercial applications. Besides cumulative gallons of usage, electronic metering provides additional information not typically available through traditional, mechanical meters and registers (see product sheets in Appendix). Electronic metering eliminates measurement errors due to sand, suspended particles and pressure fluctuations.

Solid state technology meter features:

- Extended low-flow rates can be accurately measured – much lower than a typical positive displacement meter.
- Simplified one-piece electronic meter and register that are integrated with the meter body and virtually maintenance free and tamper proof.
- Sealed registers, fully potted in epoxy resin and waterproof.
- Easy-to-read, 9-digit LCD display presents consumption, rate of flow, reverse-flow indication, and alarms.

- High resolution industry standard ASCII encoder protocol.

Solid state technology meters comply with applicable portions of the 2018 revision of ANSI/AWWA Standard C-715 and C-710 for accuracy and pressure loss requirements. The meters are also NSF/ANSI Standard 61 Annex F and G compliant and tested to AWWA standards.

AMI - Advanced Metering Infrastructure

Advanced metering systems are comprised of state-of-the-art electronic/digital hardware and software, which combine interval data measurement with continuously available remote communications. These systems enable measurement of detailed, time-based information and frequent collection and transmittal of such information to various parties. AMI (Advanced Metering Infrastructure) typically refers to the full measurement and collection system that includes meters at the customer site, communication networks between the customer and a service provider, such as the City, and data reception and management systems that make the information and analytics available to the service provider.

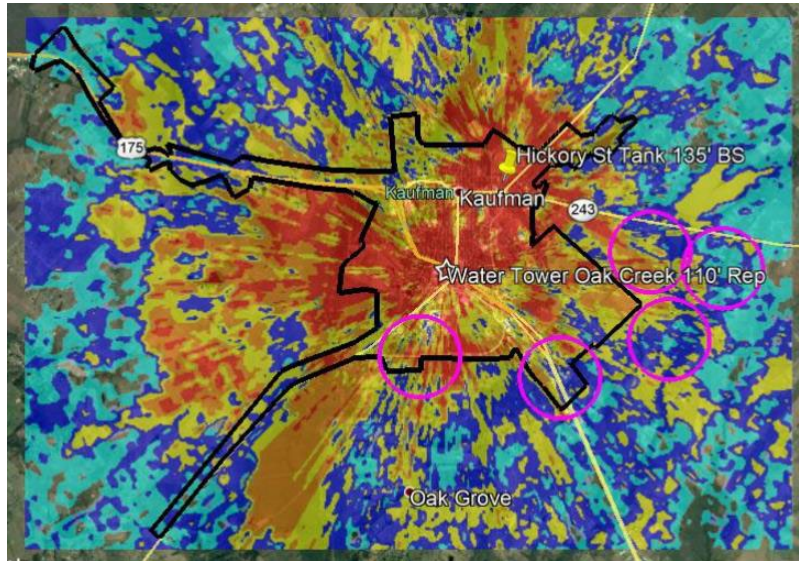
For this project, AMI connects smart water meters to powerful analytic software tools, providing the ability for the City to optimize and improve utility bill management. Additionally, customer portals will allow water customers to manage and track their own water usage.

Features include:

- Customizable dashboards to deliver information in a format matched to your requirements
- Ability to set unique alert conditions to define and monitor exceptions
- Customer service tools, including a consumer engagement website and smart phone/tablet apps, which enable access to individual customer information
- Secure, cloud-based – ISO 27001 certified and SOC 2 examined for security, availability and confidentiality
- Automatic software updates and built-in API's and data exchange modules support data transfer to utility billing, work order, inventory/asset management, Customer Relationship Management (CRM), Geographic Information Systems (GIS), and other legacy utility systems

Radio coverage map:

The selected manufacturer, Master Meter, provided the coverage map below. It utilizes a base station on the north water tower and six repeater stations for sufficient coverage of water customers on the system.



Benefits of an AMI Meter Data Management System and analytics include:

- Web-Based Software
- Custom Integrations
- Device and Meter Readings
- Consumption Profiles
- Multi-Site Visibility
- Multiple Users
- Dashboard to Show Status
- Integrated Mapping
- Immediate data from water utility system
- Allows for proactive customer engagement
- Allows for increased operational efficiency and improved service response times using existing meter reading resources
- Minimize resources used for billing
- AMI integration with billing system
- Minimize customer billing complaints
- Improved customer service
- Estimated meter readings will be virtually eliminated
- The City of Kaufman will be able to collect the information necessary to generate water billing statements with minimal visitation to customer properties
- Customers will be able to track and monitor their water usage via their smart device
- Information will be integrated for billing, outage management and water theft prevention
- Monthly water bill data will be significantly enhanced with more detailed information
- The City of Kaufman will be able to provide more information about outages and interruptions minimizing customer complaints and communication difficulties

- If a customer is moving, The City of Kaufman can provide a detailed bill as of the customer move date.

Meter Boxes

The project scope includes replacement of all meter boxes for meters 2" and smaller, for all active and inactive accounts. Boxes are manufactured in Ft Worth, Texas by DFW Plastics. Most boxes will be standard weight composite meter boxes, with heavy duty traffic rated boxes used where needed, for example the (approximately) 300 boxes located in residential utility alleys. These boxes have been crushed by electric utility heavy trucks in the past. The existing boxes will be replaced with traffic rated boxes and brought to grade with concrete blocks placed underneath them to shore them up to withstand the heavy trucks.

During construction, PSI is not responsible for existing water line leaks and is only responsible for new water line leaks within 2 feet of the new installed meters

Owner Project Scope:

The following project related items are the Owner's responsibility to address as part of this project:

- The Owner, not PSI is responsible for work not delineated herein as included in PSI scope. An Owner directed allowance of \$150,000 is included to address these items. Owner may direct PSI to use this allowance as desired. Any amount not used will be kept by Owner.

Savings were calculated using manufacturer data, interviews with staff and spreadsheet calculations. Savings include annual O&M Savings - material cost savings associated with replacement of failed water meters and boxes. Documentation including saving calculations are included in the Appendix.

B. DETAILED COMMISSIONING PLAN

Systems Start-up and Commissioning & Operating Parameters

General

Performance Services shall commission the meters and AMI to ensure they are set up to operate as intended and as required to achieve the guaranteed savings. During the final design and construction phases, Performance Services shall develop testing, commissioning and start-up procedures for the equipment, components and systems installed for the UCRMs. These procedures shall be in accordance with the manufacturers' guidelines, system performance objectives, and sequences of operation. Additionally, Performance Services will provide training and instruction for the operation and maintenance of furnished equipment.

Performance Services will provide and be responsible for the commissioning and start-up of all UCRMs at the City of Kaufman. This is accomplished as a continuation with the same team that developed, engineered and constructed the project. Commissioning is the act of testing the installed equipment and systems, making sure they work and perform as they were designed. Although a simple concept, it is often overlooked but tremendously important. Because we guarantee performance, Performance Services has a vested interest that all systems, equipment, and controls work as designed and produce the intended results. The commissioning planning process begins during project development phase and is finalized during the implementation phase.

Performance Services believes that commissioning is a team activity, involving not only the Performance Services personnel, but also the customer's personnel, manufacturer's representatives, control technicians and the appropriate subcontractor. The commissioning plan is a valuable tool for both Performance Services and all City of Kaufman stakeholders involved with the project. It will accomplish the following:

- Verify compliance with specific equipment installation requirements and design intent
- Verify compliance with a facility's specific performance requirements
- Establish functional testing protocol and parameters
- Identify unique or seasonal testing requirements
- Coordinate testing requirements for M&V purposes
- Verify completion of commissioning activities and customer concurrence as appropriate

During the Construction Phase, Performance Services will finalize a detailed commissioning plan specific to the measures selected by City of Kaufman. Performance Services' commissioning is a comprehensive process that is an integral part of the design, construction, and operational phases of a project. It will, at a minimum, confirm that the systems and equipment installed by Performance Services fully function as intended and as designed.

The procedures, methods, documentation, and signoff requirements in the plan shall cover each phase of the commissioning process from pre-design through final acceptance and post-occupancy. All equipment will be fully tested and operationally verified in accordance with the manufacturer's operating parameters, requirements and recommendations. Additionally, Performance Services may utilize an authorized manufacturer's representative or qualified consulting engineer, to inspect and approve system installation for major equipment items (i.e., base stations, repeaters, meters, etc.)

Overview of Commissioning Process

Commissioning (Cx) is a systematic process of ensuring that all systems perform interactively according to the design intent and the UCRM performance requirements. This is achieved through a complete commissioning process, beginning at the design phase with documented design and operating intent and continuing through construction and acceptance phases, with actual verification of performance.

Commissioning activities during the design phases are intended to achieve the following specific objectives:

- Provide a plan for the implementation of the commissioning process, including the initial scope of systems to be commissioned for the project.
- Ensure that the design and operational intent are clearly documented.
- Provide a design review focusing on system performance, maintainability, and adherence to UCRM performance requirements.
- Ensure that commissioning for the construction phase is adequately reflected in the bid documents.
- Ensure the various members of the commissioning team clearly understand their responsibilities in their commissioning roles.
- Ensure the applicable equipment and systems are installed properly and receive adequate preoperational checkout.
- Verify and document proper performance of equipment and systems.
- Ensure that operation and maintenance documentation is provided for the continued management of the facility after the construction project is complete.
- Ensure proper training of facilities management, Performance Services Operation & Maintenance and Performance Services Measurement & Verifications personnel.
- This plan does not provide a detailed explanation of required testing procedures. The detailed testing requirements and procedures will be found in the Commissioning Manual and contract specifications to be developed after IGA acceptance. Additionally, this plan does not provide extensive narrative on all commissioning concepts, as may be provided in other commissioning guides.

UCRM specific commissioning check lists will be provided as a separate submittal after the 100% design phase.

C. DETAILED PROJECT MANAGEMENT PLAN

The purpose of this plan is to provide the necessary controls, supervision, inspections, tests and documentation for the utility cost reduction measures and definable features of work (DFOW) required by the Contract. Conformance to this plan will ensure compliance with the Contract documents and applicable standards related to materials, equipment, craftsmanship, finish and functional performance. This plan will assure quality results in keeping with budget, scope and schedule requirements. The Performance Services project management planning is compatible with project management processes and knowledge bases developed by Project Management Institute for the Project Management Professional® certification.

This plan will be accomplished with a Four-Phase process:

- Preparatory
- Initial

- Follow-up
- Functional Testing & Commissioning

The Quality Control plan will cover all suppliers and subcontractors, as well as Performance Services staff.

Performance Services, through the utilization of this Quality Control Plan, strives to obtain a uniform, high quality level of workmanship throughout design, procurement, fabrication construction, start-up and functional testing. To achieve this standard, the following policies will be followed:

1. Assure high quality by maintaining supervised controls and written instructions governing quality control procedures and practice.
2. Establish clearly defined responsibilities and authorities responsible for compliance.
3. Comply with the contractual requirements, specifications, standards, and the Quality Control Plan.
4. Maintain a document tracking system that would provide objective evidence of compliance to the Contract documents.
5. Initiate proactive procedures which would anticipate and pre-empt deficient practices which might lead to unsatisfactory quality.
6. Identify discrepancies in quality for immediate corrective action.
7. Assure that corrective action is implemented properly and in a timely manner.

The Quality Control Assurance Team shall coordinate with jobsite personnel to assure compliance with the quality control requirements of the project, and successfully implement the procedures contained in this plan. The responsibilities of the Team are as follows:

- Provide review of design documents.
- Maintain documentation files and logs.
- Coordinate the quality control efforts of the subcontractors.
- Coordinate the activities of outside testing agencies.
- Check craftsman qualifications and certifications as part of standard submittal review.
- Conduct technical submittal reviews to support the Performance Services Construction Department.
- Lead the Preparatory Meetings.
- Develop and maintain the master inspection and test register and track completion of inspection and testing activities.
- Perform and document Initial, Follow-Up and Final inspections.
- Generate and manage Work Completion lists.
- Administer Discrepancy Reports.
- Administer the Final Punch List.
- Complete Construction Quality Control (CQC) Reports.

The Quality Control/Assurance process is designed to have direct effect on the work at the sites. The organization shall employ a four-phase process to provide the highest degree of accountability and compliance possible. The Four-phase process will be covered in detail in Section 6.0 Quality Control Process. This team and process are designed to prevent errors and omissions before they occur.

PREPARATORY PHASE – This phase shall be performed prior to beginning work on each URCM. Prior to the preparatory phase meeting, the Quality Control Assurance Team must examine carefully the contract plans and specifications for the particular feature of work. With a thorough knowledge of the Contract requirements, the Quality Control Assurance Team can assure all necessary items pertaining to the work are covered. The Quality Control Systems Manager is in charge of the meeting. He must ensure that the proper people representing the contractor and/or subcontractors who will be involved in the URCM and

definable feature of work are present. He must provide notice to the Owner's representative as to when the meeting will be held. A successful Preparatory Phase results in a clear understanding of the work and the standards to which the work will be evaluated. The meeting shall also result in a list of steps to be employed to ensure common deficiencies are eliminated. Minutes will be prepared and attached to the Construction Quality Control Daily Report.

INITIAL PHASE - This phase must be accomplished at the beginning of any URCM and definable feature of work. The "Initial Phase" will verify that control for the work developed in the "Preparatory Meeting" is implemented and the work is performed at the level of workmanship that is mutually agreed upon. This sets the standard of workmanship for this feature of work. This phase is where all differences are resolved. Safety is checked to include compliance with the Environmental Site-Specific Safety and Health Plan (ESSS&HP) and Activity Hazard Analysis is reviewed during the "Preparatory Meeting." The Owner's representative shall be notified in advance of the "Initial Phase" inspection. The results will be documented and attached to the Quality Control Daily Reports. The purpose is to ensure the work methods, materials, and the workmanship all comply with the approved design documents. The primary emphasis is on the effectiveness of the controls put into practice. Minutes will be prepared and attached to the CQC Daily Report.

FOLLOW-UP PHASE - This shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The Quality Control Assurance Team should continually refer to the standards set in the "Preparatory and Initial Phases." The primary emphasis is on the continued effectiveness of the controls established in the Preparatory Phase and demonstrated in the Initial Phase. Both the QC Systems Manager and the CQC Manager will document this activity in their respective daily reports. The preceding phases were accomplished as a team. However, this phase involves the separate observation of the QC Systems Manager and the CQC Manager.

FUNCTIONAL TESTING and COMMISSIONING PHASE - This is the final phase. Commissioning is critical in ensuring the system performs as intended per the contract.

D. CONSTRUCTION CLOSEOUT

Performance Services shall use all reasonable efforts to install the Equipment and perform all Services hereunder in accordance with the Installation Schedule and the Scope of work. Performance Services will cooperate and coordinate with City of Kaufman as to facilitate Performance Services performance.

Upon the completion of each URCM and/or per each location, Performance Services will request formal inspection from City of Kaufman. Each of the items of Equipment shall be inspected by Performance Services, City of Kaufman and Performance Services Contractor. These inspections can be scheduled on a weekly basis by means of the construction progress meeting to be held throughout the duration of the Project. The installation of Equipment and Performance Services related Services shall have achieved substantial completion ("Substantial Completion is defined as having beneficial use of equipment") when all Equipment has been physically constructed and installed in accordance with the Equipment/Services Scope Document, except for minor items of work that will not materially affect safe and substantial normal use and operation of the Equipment taken as a whole (such minor items of uncompleted work shall constitute the "Punch List") and the Equipment has successfully completed such operational tests, in accordance with operational standards established by the Equipment manufacturers.

When Performance Services determines that Substantial Completion has been achieved, Performance Services shall provide City of Kaufman a Substantial Completion Notice, along with a list of punch list items of work outstanding and request a formal inspection. City of Kaufman shall accept the Substantial Completion Notice if the applicable requirements of scope of work for that URCM have been satisfied and inspected. Within ten days after receipt of Performance Services Substantial Completion Notice, City of Kaufman shall inspect and respond to Performance Services in writing either confirming that Substantial Completion has been achieved or if reasonable cause exists, rejecting such Substantial Completion Notice and specifying in detail the reasons therefore.

If City of Kaufman rejects Performance Services Substantial Completion Notice and/or Punch List, Performance Services shall complete, correct or explain the deficient aspect of its Services, the Substantial Completion Notice or the Punch List and shall submit an amended Substantial Completion Notice and/or Punch List, as appropriate, whereupon City of Kaufman shall once again respond thereto as provided above.

The date of Substantial Completion shall be deemed to be and relate back to the date upon which Performance Services submitted to City of Kaufman the Substantial Completion Notice which is either approved or deemed approved with comments or punch list by City of Kaufman.

Generally, the installation of Equipment and Performance Services related Services hereunder shall have achieved final completion ("Final Completion") when Substantial Completion has been achieved and all Punch List items have been completed. When Performance Services determines that Final Completion has been achieved, Performance Services shall provide City of Kaufman a Final Completion Notice. City of Kaufman shall accept Performance Services Final Completion Notice if the applicable requirements of the URCM have been satisfied. Within ten days after receipt of Performance Services Final Completion Notice, City of Kaufman shall respond to Performance Services in writing either confirming that Final Completion has been achieved or if reasonable cause exists, rejecting such Final Completion Notice and specifying the Punch List items which have not been completed.

If the City of Kaufman rejects Performance Services Final Completion Notice, Performance Services shall complete, correct or explain the deficient aspect of its Services or the Final Completion Notice and shall submit an amended Final Completion Notice, whereupon City of Kaufman shall once again respond thereto as provided above. The date of Final Completion shall be deemed to be and relate back to the date upon which Performance Services submitted to City of Kaufman the Final Completion Notice which is either approved or deemed approved.

E. POST CONSTRUCTION SERVICES

Performance Services Project Management staff will coordinate, schedule and provide training on all the UCRMs implemented. Operation and Maintenance Manuals will be provided in hard copy and electronically. The O&M Manuals will include product data, commissioning and Labor and Material warranties. The warranty documents will clearly outline the procedures for material and labor warranties. Performance Services will assist City of Kaufman with all warranty issues to ensure a quick, smooth and reasonable solution with all materials and workmanship.

Performance Services can offer and manage maintenance plans, re-commissioning plans to ensure that the equipment is maintained, operating properly and achieving the savings as required.

VI. PROJECT FINANCIAL ANALYSIS

The following provides details of the project necessary to quantify cost of installed equipment, guaranteed savings and payback. Project cost includes the Owner directed allowance.

Overall Project Summary Table

		ANNUAL SAVINGS									Project Cost (\$)	Payback (yrs.)	Estimated Project Lifetime (yrs.)
UCRM No.	UCRM Title	Electric Energy (kWh/yr)	Demand (kW/yr)	Electric (\$/yr)	Natural Gas (th/yr)	Natural Gas (\$/yr)	Water/Sewer (kgal/yr)	Water/Sewer (\$/yr)	O&M Savings	Annual Capital Cost Avoidance			
1	Water Meters/AMI w/ Boxes						11,963	\$143,266	\$20,195	\$23,148	\$2,601,573	13.9	20
Totals		0	0	\$0	0	\$0	11,963	\$143,266	\$20,195	\$23,148	\$2,601,573	13.9	
Utility Assessment Report Cost		\$35,000	Included in above costs										
Project Cost Savings to Owner		\$163,461	Increased Revenue, Energy Savings and O&M Cost Reduction. Capital Cost Avoidance is shown below.										
Construction Bonding Cost		\$52,031	Included in above costs										
Annual Capital Cost Avoidance		\$23,148	Includes value of water meter boxes not being purchased over next 20 years										
IMPLEMENTATION TOTALS		\$2,601,573											
2nd Year M&V Service Cost		\$2,800	May be cancelled at any time										
Non Energy Savings (Water O&M)		\$20,195	Shown above										
Financing Cost		\$737,511											

20 Year Cash Flow

City of Kaufman										
Total Construction Cost										\$ 2,601,573
Finance Origination Cost										\$ 26,000
3rd Party Review										\$ 5,000
Construction Period (Months)										6.0
Total Construction amount including incidental expenses										\$ 2,632,573
Term of Financing: 20 years										
TOTAL AMOUNT FINANCED USING	INTEREST RATE: 2.45%									\$ 2,632,573
Savings						Payments				
Year	Additional Water Revenue	Energy Savings	O&M Savings	Capital Cost Avoidance	Total	Annual Debt Service	Annual Service Cost	M&V Services	Total Annual Payments	Net Cash Flow \$
1	2	3	4	5	6	7	8	9	10	11
Construction	\$21,812	\$0			\$21,812	\$0	\$0	\$0	\$0	\$21,812
1	\$143,266	\$0	\$20,195	\$23,148	\$186,609	\$168,075	\$11,412	\$0	\$179,487	\$7,121
2	\$145,415	\$0	\$20,498	\$23,495	\$189,408	\$168,075	\$11,526	\$2,800	\$182,402	\$7,006
3	\$147,596	\$0	\$20,805	\$23,847	\$192,249	\$168,075	\$11,641	\$2,800	\$182,517	\$9,732
4	\$149,810	\$0	\$21,117	\$24,205	\$195,133	\$168,075	\$11,758	\$2,800	\$182,633	\$12,500
5	\$152,057	\$0	\$21,434	\$24,568	\$198,060	\$168,075	\$11,875	\$2,800	\$182,751	\$15,309
6	\$154,338	\$0	\$21,756	\$24,937	\$201,031	\$168,075	\$11,994	\$2,800	\$182,870	\$18,161
7	\$156,653	\$0	\$22,082	\$25,311	\$204,046	\$168,075	\$12,114	\$2,800	\$182,990	\$21,057
8	\$159,003	\$0	\$22,413	\$25,690	\$207,107	\$168,075	\$12,235	\$2,800	\$183,111	\$23,996
9	\$161,388	\$0	\$22,750	\$26,076	\$210,213	\$168,075	\$12,358	\$2,800	\$183,233	\$26,980
10	\$163,809	\$0	\$23,091	\$26,467	\$213,367	\$168,075	\$12,481	\$2,800	\$183,357	\$30,010
11	\$166,266	\$0	\$22,265	\$26,864	\$215,395	\$168,075	\$12,606	\$2,800	\$183,481	\$31,914
12	\$168,760	\$0	\$21,017	\$27,267	\$217,044	\$168,075	\$12,732	\$2,800	\$183,607	\$33,437
13	\$171,291	\$0	\$19,626	\$27,676	\$218,593	\$168,075	\$12,859	\$2,800	\$183,735	\$34,859
14	\$173,861	\$0	\$18,128	\$28,091	\$220,079	\$168,075	\$12,988	\$2,800	\$183,863	\$36,216
15	\$176,469	\$0	\$16,559	\$28,512	\$221,541	\$168,075	\$13,118	\$2,800	\$183,993	\$37,547
16	\$179,116	\$0	\$15,127	\$28,940	\$223,183	\$168,075	\$13,249	\$2,800	\$184,124	\$39,059
17	\$181,802	\$0	\$13,819	\$29,374	\$224,995	\$168,075	\$13,381	\$2,800	\$184,257	\$40,738
18	\$184,530	\$0	\$12,623	\$29,815	\$226,968	\$168,075	\$13,515	\$2,800	\$184,391	\$42,577
19	\$187,297	\$0	\$11,531	\$30,262	\$229,091	\$168,075	\$13,650	\$2,800	\$184,526	\$44,565
20	\$190,107	\$0	\$10,534	\$30,716	\$231,357	\$168,075	\$13,787	\$2,800	\$184,662	\$46,694
Total	\$3,334,647	\$0	\$377,371	\$535,262	\$4,247,281	\$3,361,509	\$251,281	\$53,200	\$3,665,990	\$581,291

Notes by Column:

- The projections reflect the economic benefits over a 20 year term and during the construction period.
- Additional water revenue with an assumed annual increase in utility costs per year of 1.5%
- Electrical savings from energy conservation and renewable power. Escalation rate of 1.5%
- O&M cost savings associated with meter reading expenses and new water meters.
- Capital cost avoidance associated with avoidance of purchasing water meters including AMI, new HVAC equipment and landscape improvements.
- Sum of columns 2 through 5
- Annual estimated debt service. Paid annually after Commencement Date (construction completion) of project based on financing at rate shown in table.
- Annual AMI service Cost. Annual increase for inflation of 1%
- Measurement and Verification Services. Assumes an annual increase for inflation of 0%.
- Total projected annual payments
- Represents net annual cash flow

VII. APPENDICES

- A – RATES
- B – DETAILED BACKUP CALCULATIONS & COMPUTER INPUT/OUTPUT SHEETS
- C – MANUFACTURER’S LITERATURE
- D – DETAILED IMPLEMENTATION PLAN

A. RATES

The combined water/sewer rate used in our revenue increase calculations was determined by taking the most conservative calculated rate. For this project, that rate was determined via Method 1 below:

Method 1 - Using the Average Retail Variable water/sewer rate - Excludes fixed revenue

	Retail Usage (gal)	Retail Revenue	Fixed Revenue	Var Revenue	Var. Rate (\$/kgal)
Water/Sewer Revenue	226,326,493	\$3,475,063	\$1,146,183	\$2,328,881	\$11.98

\$443,686 = wholesale sales

Method 2 - Using applicable water & sewer rates for usage above 1,000 gallons

Residential rate for water & sewer per 1 kgal increase in measured consumption = \$12.55

Commercial rate for water + sewer per 1 kgal increase in measured consumption = \$12.66

B. DETAILED BACKUP CALCULATIONS & COMPUTER INPUT/OUTPUT SHEETS

Spreadsheet Analysis

1. UCRM #1-Solid State Water Meters w/ AMI

Modeling Analysis

- None

UCRM-1 Solid State Water Meter w/ AMI Savings

Calculated Water Recovery

Water Meter Size	Baseline Water to Meters @ 100% Accuracy (gal/yr)*	Measured Meter Accuracy	Baseline Billed Water per Mtr Size (gal/yr)	New Meter Accuracy	Future Water Measured w/ New Meters (gal)	Annual Billed Water Increase (gal)	Annual Billed Water Increase (\$)
5/8" Meters	145,395,853	91.3%	132,702,881	98.5%	143,214,915	10,512,034	\$125,889
1" Meters	15,700,511	92.9%	14,583,245	98.5%	15,465,003	881,758	\$10,560
1.5" Meters	0	97.7%	0	98.5%	0	0	\$0
2" Meters	59,790,787	97.7%	58,410,923	98.5%	58,893,925	483,002	\$5,784
3" Meters	3,284,999	98.0%	3,219,299	98.5%	3,235,724	16,425	\$197
4" Meters	821,135	90.0%	739,022	98.5%	808,818	69,796	\$836
6" Meters	4,375,138	98.5%	4,309,511	98.5%	4,309,511	0	\$0
8" Meters	12,544,129	98.5%	12,355,967	98.5%	12,355,967	0	\$0
Totals	241,912,552		226,320,849		238,283,864	11,963,015	\$143,266

* Baseline water production determined from billed water documentation and measured meter accuracy. Best data available.

Wtr/Sewer Rate (\$/kgal): \$11.98 Residential
Wtr/Sewer Rate (\$/kgal): \$11.98 Commercial
Wtr/Sewer Rate (\$/kgal): \$11.98 Industrial

C. MANUFACTURER'S LITERATURE

UCRM 1: SOLID STATE WATER METERS W/ AMI



The Sonata Residential Ultrasonic water meter is Master Meter's next step in unifying our ultrasonic solid-state measurement profile. Utilizing advanced ultrasonic flow measurement, the Sonata greatly improves low flow measurement compared to residential mechanical meters, making it an ideal solution for addressing Non-Revenue Water (NRW). The Sonata is fully Internet of Things (IoT) ready and capable of meeting the challenges of tomorrow's smart water networks.

Technical Specifications:

AWWA Standard: Meets ANSI/AWWA Standard C715-18 and ISO 4064 rev. 2014

NSF / ANSI Standard: Compliant with NSF/ANSI 372, NSF/ANSI 61, and SDWA.

Working Pressure: 175 PSI

Liquid Temperature: 33° F – 122° F

Ambient Temperature: -13° F – 131° F for the display

Power Source: Sonata with Integrated Allegro operates on one D Cell Lithium Thionyl Chloride battery. All other Sonata configurations operate with two C Cell Lithium Thionyl Chloride batteries.

Environmental Protection: Factory potted design provides NEMA 6P (IP68) for meter pit submersion.

Features & Benefits:

- Low Flow accuracy starting as low as 0.03 GPM. Powerful solution to reduce non-revenue water.
- Compliant with Safe Drinking Water Act (SDWA).
- No moving parts for lifetime accuracy.
- 20 year warranty (10 years full / 10 years prorated).
- Patented obstruction free flow tube minimizes head loss and risk of damage to sonic reflectors.
- Detailed LCD features totalized flow, rate of flow, battery alarm, leak alarm, burst pipe alarm, and tamper alarm.
- Fully submersible; IP68 design.
- Optional Internal RF module for Master Meter Allegro AMI or Master Meter 3G AMR Systems.
- Optional encoder output with a wired pigtail, Nicor compatible connector, Itron (ILC) compatible connector, or magnetic induction coil, allowing connectivity to third-party AMI or AMR systems
- Install in a wide variety of positions; horizontal, vertical, or inclined.
- IoT ready for connectivity to Smart City Networks.

Technical Specs (Cont'd):

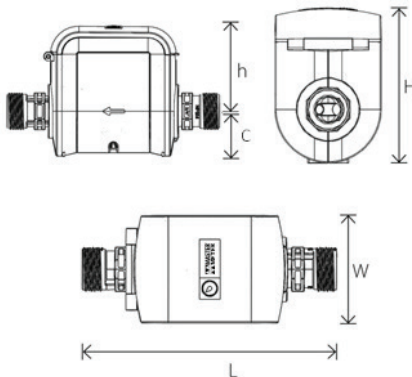
- **Display Units:** Multi line 9 digit LCD (Programmable flow measurement in USG, Cubic Feet, or Cubic Meters. Rate of Flow available in GPM, Lt/s, M³/h)
- **Output Configuration:** Integrated Allegro RF module, Integrated 3G RF module, or encoder output cable with wired pigtail, Nicor compatible connector, Itron (ILC) compatible connector, or magnetic induction coil, allowing connectivity to third-party AMI or AMR systems.
- **Data Logging:** Internal data logger with consumption reports and alarms.
- **Construction Material:** Lead-free construction available in HP Glass Reinforced Polymer.
- **Flow Tube:** Patented flow tube design utilizes a "Z" shape sonic beam flight pattern. Sound waves are directed along the wider axis of the flow tube and aligned with the majority of the fluid flow. This oblong design of the flow tube minimizes flow disruptions near the transducers, such as cavitation, swirls, and eddies to ensure a wider range of meter accuracy. Moving the transducers to the side walls of the flow tube, rather than on the top of the flow tube, places wide beam ultrasonic soundwaves out of the general path of entrained air bubbles, which typically move to the top of an internal surface.

Operating Characteristics and Dimensions:

Sonata Operating Characteristics and Dimensions	5/8" x 1/2" (15 x 13 mm)	5/8" x 3/4" (15 x 20 mm)	3/4" Short (20 mm)	1" (25 mm)
Safe Maximum Operating Capacity	25 GPM (5.7 m ³ /h)	35 GPM (7.9 m ³ /h)	35 GPM (7.9 m ³ /h)	55 GPM (12.5 m ³ /h)
Normal Operating Range (98.5% - 101.5% Accuracy)*	0.10 – 25 GPM (0.023 – 5.7 m ³ /h)	0.10 – 35 GPM (0.023 – 7.9 m ³ /h)	0.10 – 35 GPM (0.023 – 7.9 m ³ /h)	0.38 – 55 GPM (0.09 – 12.5 m ³ /h)
Extended Low Flow (97% - 103% Accuracy)	0.03 GPM (0.007 m ³ /h)	0.05 GPM (0.01 m ³ /h)	0.05 GPM (0.01 m ³ /h)	0.11 GPM (0.025 m ³ /h)
Length	7-1/2" (190 mm)	7-1/2" (190 mm)	7-1/2" (190 mm)	10-3/4" (273 mm)
Width	3-1/2" (87 mm)	3-1/2" (87 mm)	3-1/2" (87 mm)	3-1/2" (87 mm)
Height (Integrated Allegro)	5" (127 mm)	5" (127 mm)	5" (127 mm)	5-1/4" (132 mm)
Height from Center Pipe (Integrated Allegro)	3-1/4" (82 mm)	3-1/4" (82 mm)	3-1/4" (82 mm)	3-1/2" (89 mm)
Height (Encoder and Integrated 3G)	4-1/2" (117 mm)	4-1/2" (117 mm)	4-1/2" (117 mm)	4-3/4" (121 mm)
Height from Center Pipe (Encoder and Integrated 3G)	3" (80 mm)	3" (80 mm)	3" (80 mm)	3-1/4" (82 mm)
Weight	1.5 lbs (0.7 kg)	1.5 lbs (0.7 kg)	1.5 lbs (0.7 kg)	2 lbs (0.9 kg)

* In the water temperature of 45° to 85° F (7° to 30° C), meter consumption is accurately measured at:

- +/- 1.5% in the Normal Operating Range
- +/- 3% in the Extended Low Flow



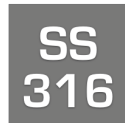
Master Meter, Inc.

Toll Free: 800.765.6518

Fax: 817.842.8100

innovate@mastermeter.com

v0921.20



Available in sizes 1.5", 2", 3", 4", 6", 8", 10", and 12"

UL Certification is available on 1.5" through 8" only.
FM Approval is available on all sizes.

Octave brings the latest in ultrasonic metering technology to Commercial/Industrial (C&I) water meters and puts precise measurement where the real flows exist. An excellent alternative to mechanical compound, single-jet, floating ball, fire-service type and turbine meters, Octave excels at maintaining sustained accuracy for the life of the meter while providing smart AMR capabilities.

Technical Specifications:

Working Pressure - 175 PSI

Liquid Temperature - 33° - 122 °F

Metrological Characteristics - Meets ANSI/AWWA Standards C715-18, C750-19, ISO 4064 rev. 2014

Configuration - Compact-Display built into unit

Power Source - 2 x D Size Lithium Thionyl Chloride batteries - 10 year warranted life time

Environmental Protection - NEMA 6P+ (IP68+), Ambient operation temp. -13 °F / +131 °F for the display

Display Units - Multi line 12 digit LCD (Programmable USG, Cubic Feet, Cubic Meters, Acre Feet for volume and GPM, Lt/s, or M³/h for rate of flow)

Output - Programmable Encoder, Pulse, 4-20, or Modbus; Optional dual output available in encoder + pulse

Features & Benefits:

- Grade 316 Stainless Steel (2"-8") or Epoxy Coated Ductile Iron (10"-12") body design provides full compliance with ANSI/NSF 372 (AB1953 or NSF61G).
- No moving parts. Minimal flow intrusion. Enduring accuracy.
- Easy to install Floating Flanges on 2"-8" and Integrated Flanges on 10"-12".
- No required strainer.
- Wide beam ultrasonic measurement sensors for high accuracy and reliable operation.
- Industry standard communication protocol for integration with most third-party AMR/AMI systems.
- Active leak, burst, reverse flow, empty pipe, measurement failure, and low battery. LCD also displays rate of flow and water temperature.
- Ruggedized NEMA 6P/IP-68+ construction; fully submersible design.
- Designed to meet standards for both North American and International C&I water meters.
- Optional flow measurements; Forward Only, Net Volume or Alternating Display (Forward and Reverse Consumption displayed separately).

Performance Data & Dimensions

Octave Operating Characteristics and Dimensions	1.5"x13" (40 mm)	2"x10" (50 mm)	2"x15.25" (50 mm)	2"x17" (50 mm)
Safe Maximum Operating Capacity	250 GPM (57 m ³ /h)	250 GPM (57 m ³ /h)	250 GPM (57 m ³ /h)	250 GPM (57 m ³ /h)
Normal Operating Range (98.5% - 101.5% Accuracy)*	0.50 – 250 GPM (0.11 – 57 m ³ /h)	0.50 – 250 GPM (0.11 – 57 m ³ /h)	0.50 – 250 GPM (0.11 – 57 m ³ /h)	0.50 – 250 GPM (0.11 – 57 m ³ /h)
Extended Low Flow (95% - 105% Accuracy)	0.25 GPM (0.06 m ³ /h)	0.25 GPM (0.06 m ³ /h)	0.25 GPM (0.06 m ³ /h)	0.25 GPM (0.06 m ³ /h)
Length	13" (330 mm)	10" (250 mm)	15.25" (390 mm)	17" (432 mm)
Width	5-3/4" (146 mm)	5-3/4" (146 mm)	5-3/4" (146 mm)	5-3/4" (146 mm)
Height	6-3/4" (172 mm)	6-3/4" (172 mm)	6-3/4" (172 mm)	6-3/4" (172 mm)
Height from Center Pipe	2-1/8" (54 mm)	2-1/8" (54 mm)	2-1/8" (54 mm)	2-1/8" (54 mm)
Weight	20 lbs (9 kg)	15 lbs (7 kg)	22 lbs (10 kg)	24 lbs (11 kg)

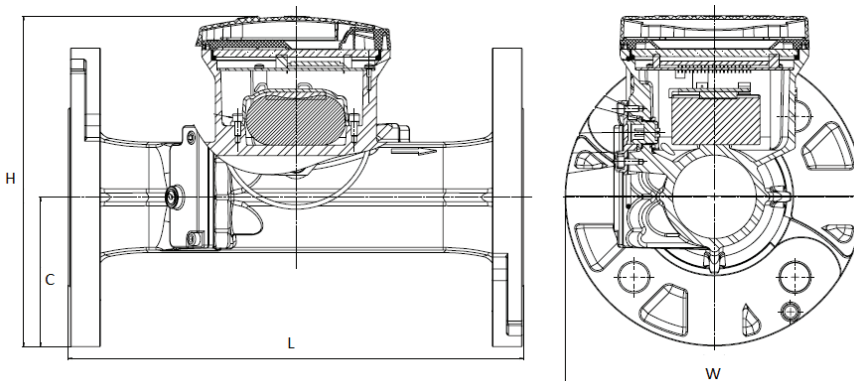
* In the water temperature of 45° to 85° F (7° to 30° C), meter consumption is accurately measured at:

- +/- 1.5% in the Normal Operating Range
- +/- 5% in the Extended Low Flow

Octave Operating Characteristics and Dimensions	3" (80 mm)	4" (100 mm)	6" (150 mm)	8" (200 mm)	10" (250 mm)	12" (300 mm)
Safe Maximum Operating Capacity	500 GPM (114 m ³ /h)	1,000 GPM (227 m ³ /h)	1,600 GPM (363 m ³ /h)	2,800 GPM (636 m ³ /h)	5,500 GPM (1,250 m ³ /h)	5,500 GPM (1,250 m ³ /h)
Normal Operating Range (98.5% - 101.5% Accuracy)*	1 – 500 GPM (0.23 – 114 m ³ /h)	1.5 – 1,000 GPM (0.34 – 227 m ³ /h)	3 – 1,600 GPM (0.68 – 363 m ³ /h)	5 – 2,800 GPM (1.5 – 636 m ³ /h)	14 – 5,500 GPM (3.2 – 1,250 m ³ /h)	14 – 5,500 GPM (3.2 – 1,250 m ³ /h)
Extended Low Flow (95% - 105% Accuracy)	0.5 GPM (0.11 m ³ /h)	0.75 GPM (0.17 m ³ /h)	2 GPM (0.45 m ³ /h)	4 GPM (0.9 m ³ /h)	8 GPM (1.8 m ³ /h)	8 GPM (1.8 m ³ /h)
Length	12" (305 mm)	14" (356 mm)	18" (457 mm)	20" (508 mm)	17-3/4" (451 mm)	19-3/4" (502 mm)
Width	7-1/2" (190 mm)	9" (229 mm)	11" (280 mm)	13-1/2" (343 mm)	16" (406 mm)	19-3/4" (502 mm)
Height	8-1/2" (216 mm)	9-7/8" (250 mm)	10-7/8" (276 mm)	12-7/8" (327 mm)	16-1/2" (419 mm)	19-3/4" (502 mm)
Height from Center Pipe	3-1/2" (90 mm)	4-1/2" (115 mm)	5-1/8" (130 mm)	6-3/8" (162 mm)	8" (203 mm)	9-7/8" (251 mm)
Weight	23 lbs (10.5 kg)	35 lbs (16 kg)	51 lbs (23 kg)	78 lbs (35 kg)	150 lbs (68 kg)	210 lbs (96 kg)

* In the water temperature of 45° to 85° F (7° to 30° C), meter consumption is accurately measured at:

- +/- 1.5% in the Normal Operating Range
- +/- 5% in the Extended Low Flow



NOTE — For Performance charts please see Engineering Document - Octave | Version 10.17.



harmony[®]encore[™]

METER DATA MANAGEMENT + ENTERPRISE SOLUTION SOFTWARE





harmony[®]encore[™]

METER DATA MANAGEMENT +
ENTERPRISE SOLUTION SOFTWARE

The Harmony Encore Suite is an open platform designed to be universally compatible with every Mobile AMR or AMI Network on the market today. How the data arrives isn't important because Harmony Encore is system agnostic. Its integrated Google[®] Mapping Tools and advanced Meter Data Management (MDM) features provide an exceptional environment for managing, reporting, and analyzing advanced metering infrastructure and mobile drive-by AMR information. Leveraging the Microsoft[®] Azure[™] cloud, Harmony Encore delivers super-fast performance bringing the Internet of Things (IoT) into any sized water utility.

Harmony Encore is compatible with every* utility billing system on the market that supports the common Flat File Transfer. Harmony Encore together with integrated GoAigua Analytics enhances and amplifies the value from a utility's CIS, GIS, SCADA, and a wide variety of Asset Management Software.



HARMONY ENCORE SOFTWARE
METER DATA MANAGEMENT + ANALYTICS



INFORMATION STUNNINGLY
PRESENTED

Harmony Encore represents much more than a facelift to our award-winning Harmony MDM software. We've completely reimagined our software with faster performance, a refined, more intuitive user experience, and improved functionality.

Harmony Encore is the direct result of ideas and input from collaboration with water utilities during early design. Data is made more useful through enhanced clarity and design simplicity. Easily review system-wide consumption and make sense of it with a wide array of chart and map views. Analyze consumption trends relative to precipitation with Harmony Encore's "Consumption Cluster" mapping tool for a graphical model of high-and-low consumption regions.



GOAIGUA INTEGRATION

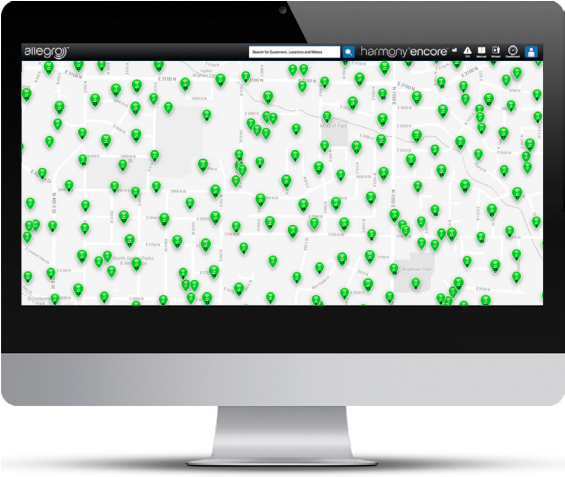
Harmony Encore brings the benefit of our partnership with GoAigua – a global leader in data analytics and utility digital transformation - to deliver a brilliant, fully integrated, seamless data solution featuring AI-enabled predictive analytic capabilities. GoAigua brings additional features which act as a value-multiplier to the many data sources within a water utility.

VISIBILITY SNAPSHOT

- Technology platform agnostic - Harmony Encore loves 3rd party data
- Simple, scalable HANDHELD → AMR → AMI technology migration
- Dynamic 2-way communication with endpoints and field assets
- Scalable, Microsoft Azure[™] Cloud hosted software supports any account size
- Cross platform SaaS works seamlessly with Windows and Apple environments
- Multiple GIS data layers including Google Streetview[™] for quick service location inspection prior to truck roll
- Easily create District Metered Areas (DMA) with Harmony Encore's Polygon + Tool[™] to analyze water loss and flow

24/7 MONITORING

Harmony Encore monitors both water loss and network performance in real time using Allegro Licensed AMI. Critical alerts such as leak, tamper or reverse flow trigger timely notification to utility personnel. Leverage an AMI network's two-way communication capabilities using On-Demand Reads and Data Logging directly from within Harmony Encore. Quickly scroll and zoom to view RF performance and network health to preemptively manage issues before they become serious.



* To the best of our knowledge at the time of publishing.

HARMONY ENCORE GETS ALONG WITH EVERY METER DATA SOURCE



HARMONY ENCORE’S FLEXIBLE DATA MANAGEMENT

Harmony Encore simply loves data and it’s incredibly accommodating regardless of which manufacturer’s brand it comes from or the technology type used to provide it. Broad interoperability is a cornerstone in Harmony Encore’s development. All Allegro Licensed, Allegro Cellular, and Allegro IoT Advanced Meter Infrastructure (AMI) technologies innately integrate with Harmony Encore - it’s even backwards compatible with Master Meter’s 3G Mobile AMR meter reading system and earlier hand-held data systems.

The GPS-based Mapping software means that vehicles and personnel are always connected for asset management and inventory controls. Leverage the Microsoft® Azure™ Cloud Platform for seamless data integration between Harmony Enterprise Platform and Harmony Mobile™.



REVENUE IMPACT ALERTS™

Leak Alerts and Flow Monitoring assist in reclaiming lost revenue from unaccounted for water and right-sizing of meters. In addition, notifications for theft and tamper are relayed back to the Cloud for analysis and action. Inactive meters are also identified and queued for inspection.

ANY METER. ANYWHERE.

Harmony Encore’s integrated API capabilities will eliminate 3rd party software incompatibility challenges and foster seamless integration and system future proofing. This new level of software flexibility makes possible the integration of nearly every meter data source and for every meter. The utility receives a robust, multifaceted data platform that supports two-way communication and provides consumption analysis down to 15 minutes. Remote programming of Meters and Remote Firmware Upgrades are also available through Harmony Encore’s Enterprise platform while using the Allegro AMI system.



FEATURES FOCUS:

- MDM is agnostic towards the chosen meter and AMI tech
- Flexible, modular software is forward-ready to support future growth in functionality
- Secure offsite cloud-based data redundancy and remote storage
- Integrated predictive analytics through GoAigua partnership, useful built-in reporting, and information dashboards
- Integration of external data integration: GIS, CIS, SCADA, and more

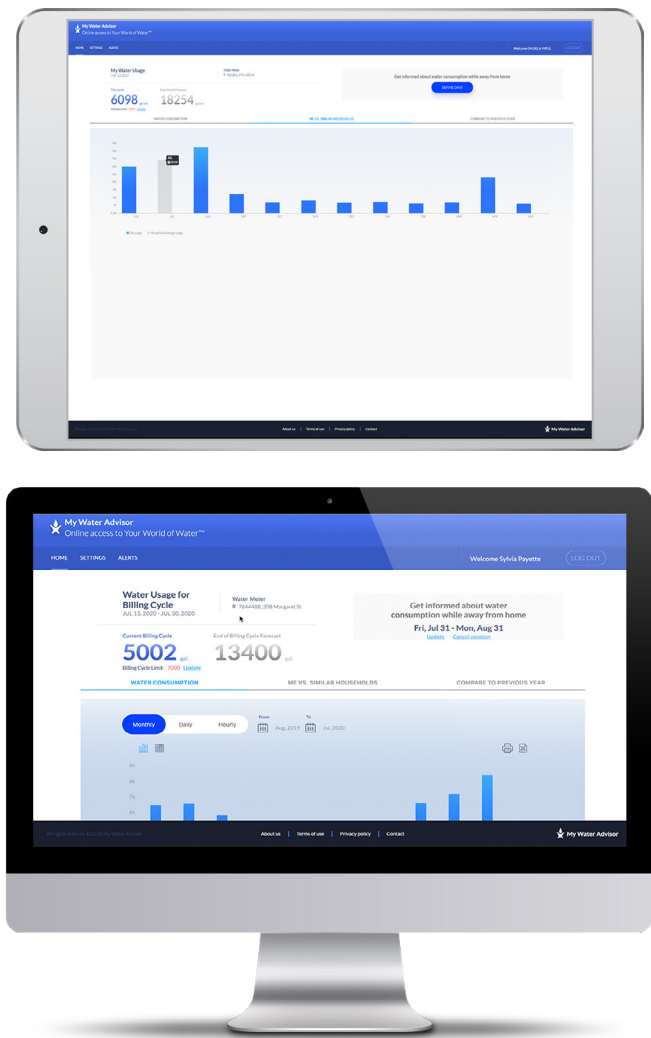
MY WATER ADVISOR™

CUSTOMER ENGAGEMENT SUITE



CUSTOMER WEB PORTAL + SMART PHONE INTEGRATION

Place the power of Harmony Encore in the hands of your utility customer, with the My Water Advisor™ customer engagement web portal. The online application allows for convenient access to up-to-date hourly usage information. The chart view allows for daily, monthly, and yearly review of water usage and also shows a comparison to the user’s peers for real accountability. This full-featured water portal allows the user to set up alerts for on-premises leak detection, over-budget notifications, and gives the ability to set vacation periods to be notified of unusual, unauthorized usage while a customer is away.



Both iOS and Android can easily display My Water Advisor™. This water management software for the consumer puts the power of the online portal in the rate-payer’s hands allowing for simple management of their usage via a smart phone.



MOVING AT THE SPEED OF TECHNOLOGY™

Master Meter provides water utilities with precise digital measurement, data delivery, and water management software that optimize revenue, improves efficiencies, and promote water stewardship through enhanced customer engagement. Master Meter continually expands its solutions portfolio of new and innovative smart water technologies in support of today’s highly dynamic water utility business environment, and the water department’s rapidly evolving role within a Smart City and IoT strategic plan. Our smart water brands include Sonata & Octave Ultrasonic meters, Allegro AMI, Harmony MDM, and My Water Advisor Portal.



MASTERMETER.COM

101 Regency Parkway, Mansfield, Tx 76063

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E-mail - innovate@mastermeter.com

Get the
Complete Brochure





allegro™

BASE STATION AND REPEATER



AMI 2-Way Fixed Network

The Allegro Advanced Metering Infrastructure (AMI) Network is comprised of a long range radio base station, peripheral repeaters to extend range into low population geographies, and individual meter endpoint transceivers.

Master Meter's Allegro AMI system is a robust RF communication network that interfaces between a water utility and their residential and business customers. The tower based system operates in the licensed 450MHz – 470MHz frequency spectrum offering superior reliability and extensive geographic reach.

The plug-and-play nature of the system means that installation is easy and intuitive as the Endpoints and repeaters will automatically match the base station's pre-programmed frequency pairs and with the backhaul connected via cellular network, interval data will be transmitted along a reliable and stable path.

The 2-way system offers a rich set of security features and is end-to-end upgradable. Also, the proprietary RF protocol incorporates a time-synced system to alleviate network RF collision while providing time-stamped data. The result is the most effective and dependable AMI network available.

Intelligent Interface

The Allegro platform is an intelligent interface to the myriad of systems that utility managers operate today. A comprehensive set of data is collected from the endpoint and transmitted back to the backhaul destination for integration into Customer Information Systems (CIS), Supervisory Control and Data Acquisition Systems (SCADA), Geographic Information Systems (GIS), Enterprise Billing Systems, and various Customer Relationship Management (CRM) software suites. The result is an intelligent water system with actionable high-resolution data analytics capable of supporting any operational need.

Features and Benefits

- Two-way communications
- Time-Synchronized readings
- Multiple backhaul options
- Over-the-air programming / remote firmware updates
- Extensive geographic reach
- End-to-End security
- 15 minute usage / consumption data
- Highest system reliability
- Low RF interference
- Data and events are time stamped
- FCC Compliance
- Highest Tx/Rx link budget
- AMR to AMI Migratable
- Extended lifetime
- Data Storage for redundant transmissions
- UPS Battery Backup
- NEMA weatherproof enclosure options

► IMPROVED CUSTOMER SERVICE

Customer perception is increasingly a topic of concern for water utilities. The combination of today's most advanced AMI system and a powerful MDM software suite results in:

- On demand reads
- Improve billing accuracy
- Interactive customer budgeting
- The ability to forecast consumption
- Immediate tamper and theft detection
- Leak Alerts
- Informed rate-based programs
- Customer incentive programs

► SUPERVISORY CONTROL

The Allegro system not only provides end-to-end visibility for the water utility, but it also provides multiple dimensions of systems integration to responsibly manage assets and infrastructure from a single interface.

Allegro offers:

- Remote system monitoring
- Priority alarm support
- Self diagnostics
- Remote firmware upgrades
- IP-addressable infrastructure

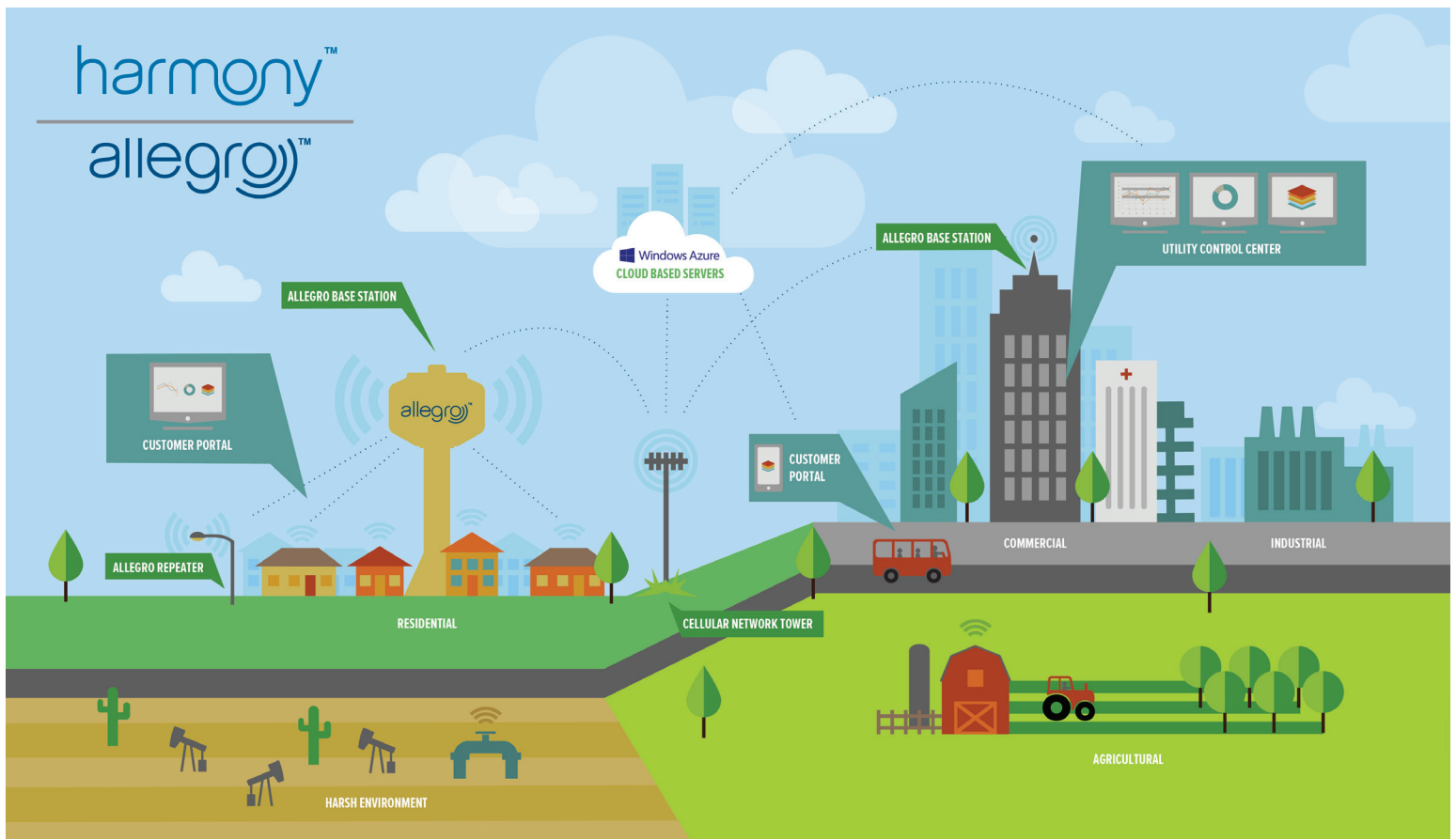




Architecture

The simplicity found in nature inspired the overarching architectural design for Allegro and Harmony. Maximizing Allegro's RF footprint through efficient use and design of network components, while synchronizing communication between endpoint and collector result in today's most cost-effective AMI system available. Together, Allegro and Harmony allow the utility to analyze, manage, and precisely account for system-wide water consumption, and at the same time empower the rate payer to responsibly and confidently make informed decisions about their personal usage.

AMI is evolving, and Allegro and Harmony is the next big thing.





Moving at The Speed of Technology

Master Meter is intent on driving new and innovative ways to manage the vast amount of data flooding into Smart Cities and Utilities. We're a high-service solutions provider specializing in advanced metering, data delivery, and Utility Intelligence (UI) software and our portfolio of new and innovative technology continues to grow in support of a dynamic and rapidly changing global water market. Mindful of a tight and very finite water supply, Master Meter is here to support your conservation efforts, ensuring ample supply for generations to come. Join us.

Specifications

Physical Characteristics		Base Station	Repeater
Dimensions	Height x Width x Depth (in)	35.43" x 43.31" x 11.81	7.87" x 5.91" x 2.36"
Weight		209.44 lbs.	3.31 lbs.
Mounting	Mounting Options	Cabinet or Rack Mount	Pole Mount
Environment		Base Station	Repeater
Temperature	Operating Temperature	-14° F to 122° F	-14° F to 122° F
Humidity	Maximum Humidity at 65° C	95%	95%
Radio		Base Station	Repeater
Frequency Band	Licensed Spectrum	450-470MHz	450-470MHz
Rx Sensitivity	Receiver Sensitivity	-120dBm	-120dBm
Tx Output Strength	Transmitter Output Power	45dBm	34dBm
Bandwidth	Channel Bandwidth	6KHz	-
Backhaul Options (WAN)		Base Station	Repeater
WAN	3G Cellular	Yes	-
Capacity		Base Station	Repeater
Endpoints	Number of Endpoints Served	50000	1000
Repeaters	Number of Repeaters Served	100	-
Capacity of Read Storage	At 10K Endpoints, 1 Hour Reads	30 Days	-
Power		Base Station	Repeater
Consumption	Power Consumption	1.5KW	2A
Source Voltage	Input Voltage	110VAC - 240VAC	3.6V
Surge Protection	Cabinet Surge Protection	Internal	Internal
Regulations		Base Station	Repeater
Cellular Modem	PTCRB, Carrier specific:	AT&T, Sprint, Verizon, Bell Mobility, Telus, Jasper, Vodaphone	-
	FCC Certified	Yes	Yes
	UL, Industry Canada, CE	Yes	-

D. DETAILED IMPLEMENTATION PLAN

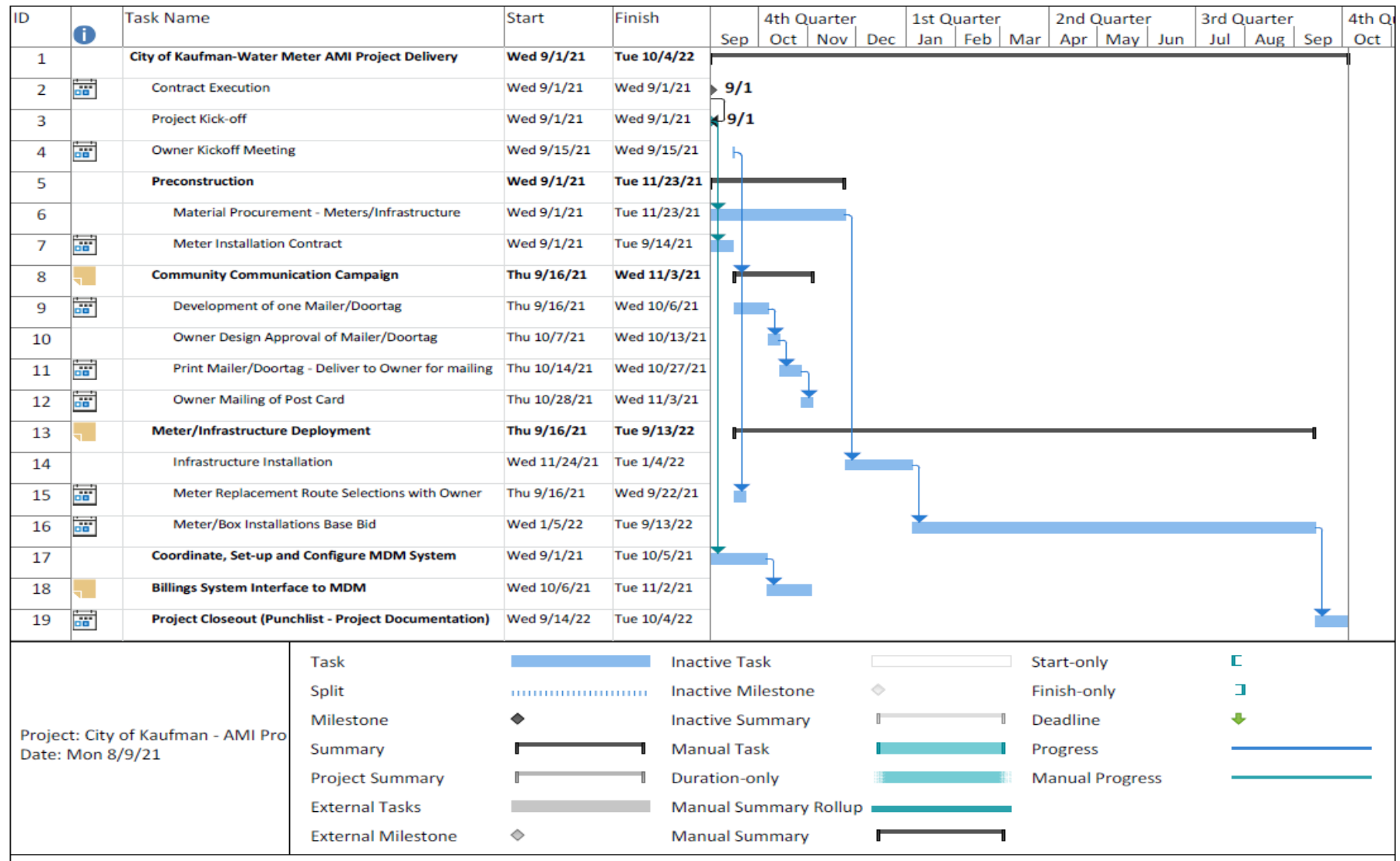


EXHIBIT B

PROJECT IMPROVEMENT LIST



*209 S. Washington
Kaufman, TX 75142*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
August 9, 2021*

August 9, 2021

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Utility Cost Reduction Measures Table

Measure Type	Utility Cost Reduction Measure
Water	Solid State Water Meters w/AMI

Project scope of work specifics follow:

Water Meters

This measure considers replacement of the existing residential, commercial and water supply meters and meter boxes for 2" and smaller meters. Benefits include:

- Accurate flow measurements at extended-low, low, medium and high flows
- No moving parts in residential flow measurements
- Reduced maintenance
- 20-year accuracy warranty on most meters
- More accurate customer billing
- More accurate and higher billed water/sewer revenues

This measure includes replacing the following quantity and size of water meters:

Meters Size	Quantity
5/8"x3/4"	2562
1"	172
1.5"	2
2"	138
3"	6
4"	3
6"	2
Total	2885

- The scope of work includes an Owner Directed Allowance of \$150,000 which can be used as the City desires. Project unit pricing is included in the appendix.
- The scope also includes replacement of all (2,874) water meter boxes from 5/8 x 3/4" through 2", using composite boxes manufactured by DFW Plastics in Ft Worth.
- During construction, PSI is not responsible for existing water line leaks and is only responsible for new water line leaks within 2 feet of the new installed meters
- All materials made obsolete during this work will be disposed of according to state and local requirements.
- Scope includes furnishing the following spare water meters:
 - (20) 5/8" x 3/4" meters
 - (5) 1" meters

Solid State Water Meters:

Ultrasonic meters use solid-state technology in a compact, totally encapsulated, weatherproof, and UV-resistant housing, suitable for residential and commercial applications. Electronic metering provides information such as, rate of flow and reverse flow indication as well as data not typically available through traditional, mechanical meters and registers. Electronic metering eliminates measurement errors due to sand, suspended particles and pressure fluctuations.

Solid state technology meter features:

- Extended low-flow rates can be accurately measured – much lower than a typical positive displacement meter.
- Simplified one-piece electronic meter and register that are integrated with the meter body and virtually maintenance free and tamper proof.
- Sealed registers, fully potted in epoxy resin and waterproof.
- Easy-to-read, 9-digit LCD display presents consumption, rate of flow, reverse-flow indication, and alarms.
- High resolution industry standard ASCII encoder protocol.

Solid state technology meters comply with applicable portions of the 2018 revision of ANSI/AWWA Standard C-715 and C-710 for accuracy and pressure loss requirements. The meters are also NSF/ANSI Standard 61 Annex F and G compliant and tested to AWWA standards.

AMI - Advanced Metering Infrastructure

Advanced metering systems are comprised of state-of-the-art electronic/digital hardware and software, which combine interval data measurement with continuously available remote communications. These systems enable measurement of detailed, time-based information and frequent collection and transmittal of such information to various parties. AMI or Advanced Metering Infrastructure typically refers to the full measurement and collection system that includes meters at the customer site, communication networks between the customer and a service provider, such as the City, and data reception and management systems that make the information available to the service provider.

For this project, AMI connects smart water meters to powerful analytic software tools, providing the ability for the City to optimize and improve utility bill management. Additionally, customer portals will allow water customers to manage and track their own water usage.

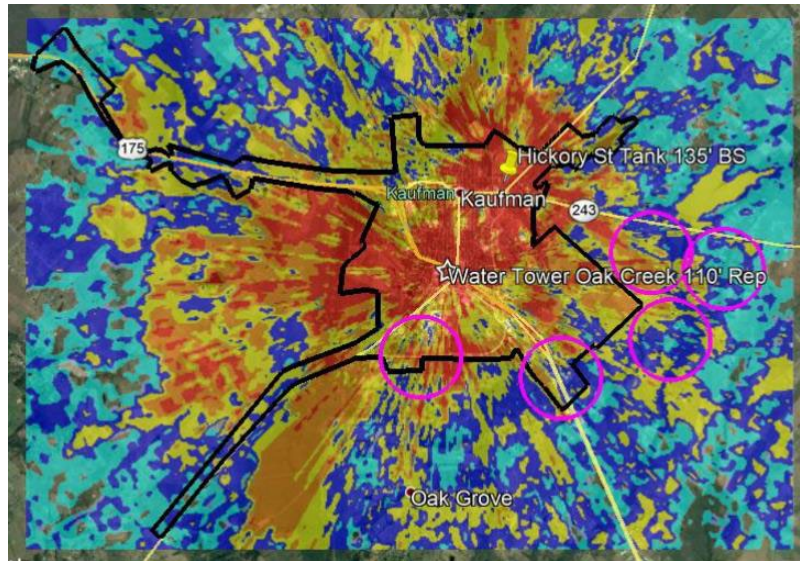
Features include:

- Customizable dashboards to deliver information in a format matched to your requirements
- Ability to set unique alert conditions to define and monitor exceptions
- Customer service tools, including a consumer engagement website and smart phone/tablet apps, enable access to individual customer information
- Secure, cloud-based – ISO 27001 certified and SOC 2 examined for security, availability and confidentiality

- Automatic software updates and built-in API's and data exchange modules support data transfer to utility billing, work order, inventory/asset management, Customer Relationship Management (CRM), Geographic Information Systems (GIS), and other legacy utility systems

Radio coverage map:

The selected manufacturer, Master Meter, provided the coverage map below. It utilizes a base station on the north water tower and six repeater stations for sufficient coverage of water customers on the system.



Benefits of an AMI Meter Data Management System and analytics include:

- Web-Based Software
- Custom Integrations
- Device and Meter Readings
- Consumption Profiles
- Multi-Site Visibility
- Multiple Users
- Dashboard to Show Status
- Integrated Mapping
- Immediate data from water utility system
- Allows for proactive customer engagement
- Allows for increased operational efficiency and improved service response times using existing meter reading resources
- Minimize resources used for billing
- AMI integration with billing system

- Minimize customer billing complaints
- Improved customer service
- Estimated meter readings will be virtually eliminated
- The City of Kaufman will be able to collect the information necessary to generate water billing statements with minimal visitation to customer properties
- Customers will be able to track and monitor their water usage via their smart device
- Information will be integrated for billing, outage management and water theft prevention
- Monthly water bill data will be significantly enhanced with more detailed information
- The City of Kaufman will be able to provide more information about outages and interruptions minimizing customer complaints and communication difficulties

If a customer is moving, The City of Kaufman can provide a detailed bill as of the customer move date.

Owner Project Scope:

The following project related items are the Owner's responsibility to address as part of this project:

- The Owner, not PSI is responsible for work not delineated herein as included in PSI scope. An Owner directed allowance of \$150,000 is included to address these items. Owner may direct PSI to use this allowance as desired. Any amount not used will be kept by Owner.

Savings were calculated using manufacturer data, interviews with staff and spreadsheet calculations. Savings include annual O&M Savings - material cost savings associated with replacement of failed water meters and boxes. Documentation including saving calculations are included in the Appendix.

EXHIBIT C

MEASUREMENT AND VERIFICATION PLAN



*209 S. Washington
Kaufman, TX 75142*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
August 9, 2021*

August 9, 2021

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Pursuant to the terms of that certain Energy Performance Contract between City of Kaufman (“Kaufman”) and Performance Services, Inc. (“ESCO”) dated August 2021 (the “Contract”), ESCO shall perform the energy and water savings measurement and verification as defined within this Measurement and Verification Plan (the “Plan”).

GUARANTEED SAVINGS

ESCO shall guarantee energy savings (“Energy Savings”) pursuant to the terms of Exhibit D to the Contract, the Performance Guarantee Agreement (the “Guarantee”). The term of the Plan shall equal the term of the Guarantee. Energy Savings are calculated based on the installation of Utility Cost Reduction Measures (“UCRMs”) which are designed to reduce water/sewer usage (kgal).

Operational savings (“Operational Savings”) for maintenance, as identified and calculated in Exhibit A to the Contract, Investment Grade Audit (the “IGA”), are agreed to and stipulated by Kaufman for the term of the Guarantee. ESCO and Kaufman agree for the term of the Guarantee that the annual Utility Rate escalation factor will be 0% for water and sewer.

Energy Savings and Operational Savings shall be collectively referred to herein as “Guaranteed Savings”.

Schedule A of the Plan contains the methodology and calculations used to determine Guaranteed Savings achieved as a result of the installation of the UCRMs, as well as the methodology that ESCO will use to measure, verify, and report on Guaranteed Savings achieved annually during the term of the Guarantee.

Pursuant to the Guarantee, Guaranteed Savings are as follows:

Table 1 – Guaranteed Savings

Measure No.	Measures	ANNUAL SAVINGS				Total Savings
		Water/Sewer (kgal/yr)	Water/Sewer (\$/yr)	O&M Savings	Capital Cost Avoidance	
1	Water Meters w/ AMI	11,963	\$143,266	\$20,195	\$23,148	\$186,609

Table 2 – Annual Savings

Annual Savings			
Water/ Sewer \$	O&M Savings	Capital Cost Avoidance	Total Savings \$
\$143,266	\$20,195	\$23,148	\$186,609
\$145,415	\$20,498	\$23,495	\$189,408
\$147,596	\$20,805	\$23,847	\$192,249
\$149,810	\$21,117	\$24,205	\$195,133
\$152,057	\$21,434	\$24,568	\$198,060
\$154,338	\$21,756	\$24,937	\$201,031
\$156,653	\$22,082	\$25,311	\$204,046
\$159,003	\$22,413	\$25,690	\$207,107
\$161,388	\$22,750	\$26,076	\$210,213
\$163,809	\$23,091	\$26,467	\$213,367
\$166,266	\$22,265	\$26,864	\$215,395
\$168,760	\$21,017	\$27,267	\$217,044
\$171,291	\$19,626	\$27,676	\$218,593
\$173,861	\$18,128	\$28,091	\$220,079
\$176,469	\$16,559	\$28,512	\$221,541
\$179,116	\$15,127	\$28,940	\$223,183
\$181,802	\$13,819	\$29,374	\$224,995
\$184,530	\$12,623	\$29,815	\$226,968
\$187,297	\$11,531	\$30,262	\$229,091
\$190,107	\$10,534	\$30,716	\$231,357

Table 3 below provides the annual fees for the Plan:

Table 3 – Annual M&V FEE

Year	Total M&V Cost
1	\$0
2	\$2,800
3	\$2,800
4	\$2,800
5	\$2,800
6	\$2,800
7	\$2,800
8	\$2,800
9	\$2,800
10	\$2,800
11	\$2,800
12	\$2,800
13	\$2,800
14	\$2,800
15	\$2,800
16	\$2,800
17	\$2,800
18	\$2,800
19	\$2,800
20	\$2,800
Total	\$53,200

INFORMATION AND ITEMS TO BE FURNISHED BY KAUFMAN:

Kaufman shall furnish to ESCO any design, construction, maintenance, or operating documents/manuals; utility billing data for water/sewer consumption, bills and other information necessary to provide services under the Plan. To the fullest extent possible, information shall be delivered or made available in electronic media form and universal file formats (Text, comma delimited files, PDF, JPEG).

During the term of the Plan, Kaufman shall furnish a secure area for the storage of required materials and provide and arrange access for ESCO to such secure area as may be necessary for expeditious and orderly performance of the services under the Plan.

UTILITY RATES AND BASELINE ASSUMPTIONS:

The Guaranteed Savings shall be based on the utility cost per unit established and agreed to by both parties which is defined in the Energy, Water, Sewer, and O&M Rate Data section of the Plan – Exhibit A. For each year, the dollar savings shall be calculated based on the baseline unit cost of water and sewer as defined within Schedule A of the Plan including escalation. This includes, but is not limited to, assumptions about facility usage, occupancy, operating schedules, anticipated increases/decreases in population, configuration, and equipment. Changes to any or all assumptions will be cause for adjustment of the Guaranteed Savings baseline as agreed to by both parties.

BASELINE CONDITIONS:

The baseline conditions for calculation of the Guaranteed Savings are set forth in Schedule A of the Plan. If the actual conditions vary from the baseline conditions during the term of the Guarantee, the Guaranteed Savings calculations shall be adjusted to reflect the new baseline conditions.

ANNUAL REPORT:

ESCO will prepare and submit to Kaufman an annual M&V report within ninety (90) days of the anniversary of commencement date of the Plan. A sample annual report has been included within the Appendix of the IGA.

FEES AND PAYMENTS:

Kaufman shall pay ESCO an annual fee for the performance of the services described in the Plan, pursuant to Table 3 above (the “M&V Fee”). ESCO shall invoice Kaufman for the M&V Fee semi-annually in advance. Failure to pay the M&V Fee shall be grounds for termination of the Guarantee by ESCO.

MANNER AND TIME OF PAYMENT:

The invoice shall be supported by such documents as Kaufman shall reasonably require. Payment shall be due thirty (30) calendar days after the invoice date.

If Kaufman, in good faith, disputes any portion of the invoice, Kaufman shall advise ESCO in writing of the disputed portion and the undisputed portion of the invoiced amount shall be due thirty (30) calendar days after the invoice date. Kaufman's liability for non-payment shall be governed in accordance with the Texas Prompt Payment Act.

SHORTFALL PAYMENT:

Within ninety (90) days after the completion of each annual period and receipt by ESCO of all required information, ESCO shall submit to Kaufman an annual Report verifying and supporting the actual savings achieved for the preceding annual period and comparing it to the Guaranteed Savings. The Report shall include measurements, documentation and savings calculations used to support the reported savings for the period. Any shortfall in savings for an annual period shall be specifically identified in the Report, and any shortfall amount shall be paid by ESCO to Kaufman within thirty (30) days of the submission of the annual Report. The maximum shortfall in any one-year period is limited to the annual guaranteed energy savings amount identified in Table 2.

EARLY TERMINATION OF M&V:

Kaufman, at its sole discretion, may elect to terminate the Plan and the Guarantee after the end of the first year. Any such termination of the M&V Plan and the Guarantee shall be submitted in writing by an authorized agent of Kaufman to ESCO. Upon receipt of such termination, ESCO shall have no further obligations or liability with respect to the Plan or the Guarantee.

MATERIAL CHANGES TO UCRM:

From time to time, Kaufman may need to make changes or modifications to its facilities, which may affect the M&V Plan and/or the Guarantee. Minor changes to facilities can be accommodated by means of a baseline and or savings adjustment, subject to agreement by both parties. Any major change affecting more than 25% of the Guaranteed Savings for any given UCRM or facility or more than 10% of the total Guaranteed Savings shall be classified as a "Material Change" and shall be cause for full or partial termination of the Plan and Guarantee.

Upon formal notification of a qualifying Material Change by Kaufman, ESCO will prepare and submit, within 30 days, a termination proposal for the Guarantee and the Plan, which shall be reasonably agreed to by the parties.

EQUIPMENT MAINTENANCE AND OPERATION RESPONSIBILITY:

Kaufman agrees to maintain its facilities, systems affecting water consumption, such that the condition of the facilities during the term of the Guarantee is at least equal to their condition at the completion of this Contract. Kaufman also agrees to properly maintain (in accordance with manufacturer's guidelines and specifications) all new and existing equipment and operate all new and existing systems as described in the Proposal, Contract and Guarantee. If Kaufman fails to operate its facilities as described herein and such failure results in reduced Energy Savings or Operational Savings, then the Guarantee and the Plan shall be adjusted accordingly.

BASELINE ENERGY CONSUMPTION & METHODS TO ADJUST

The Baseline for Energy and Water/Sewer annual consumption has been established through analysis of utility billing data and analysis of data trends acquired by Performance Services during the IGA. The following table contains the agreed upon baselines for this project.

TABLE 4 - ENERGY AND WATER/SEWER BASELINE

Baseline Water Production & Billing	
Water Produced (gal)	382,139,279
Water Billed (gal)	226,326,493

Water Meter Size	Baseline % Water Flow by Meter Size
5/8"x3/4" Meters	58.63%
1" Meters	6.44%
1.5" Meters	0.00%
2" Meters	25.81%
3" Meters	1.42%
4" Meters	0.33%
6" Meters	1.90%
8" Meters	5.46%
Total	100%

Methods to Adjust Utility Consumption

Adjustments

In the basic equation used to determine savings shown below (General Savings Equation), adjustments are sometimes required to account for changes unrelated to the UCRM that affect utility use. Such adjustments may account for changes in weather, occupancy, or other factors between the baseline and performance periods.

General Savings Equation:

$$\text{Savings} = (\text{Post Installation Measured Water} - \text{Baseline Measured Water}) \pm \text{Adjustments}$$

The purpose of adjustments is to express both baseline and post-installation utility data under the same set of conditions. The modifications to the savings can be further distinguished as routine and non-routine adjustments, as shown in the Expanded Utility Savings Equation.

Utility Savings Equation:

$$\text{Savings} = (\text{Post Installation Measured Water} - \text{Baseline Measured Water}) \pm \text{Routine Adjustments} \pm \text{Non-Routine Adjustments}$$

Routine Adjustments

Routine adjustments are used to account for expected variations in independent variables and utility use. These adjustments often use regression analysis to correlate and adjust utility use to independent variables such as weather, but simple comparisons may also be employed. Routine adjustments are used to normalize utility use as a function of one or more independent parameters such as temperature, humidity, or meals served.

Normalizing utility savings to a prescribed set of conditions is a very important technique used in ESPC projects. Using a fixed set of conditions for both the baseline and performance period cases, such as average weather conditions and the corresponding cooling load profile, allows the risks associated with these operational factors to be reduced.

Alternatively, baseline and performance period conditions could be normalized to either baseline or performance period conditions. If performance period conditions are used to adjust the baseline case, the savings calculated will estimate the actual avoided utility use for that period.

One of the key assumptions made when normalizing savings is that the performance period utility use will have a predictable relationship to the independent variables to be standardized. The baseline model will be completely defined in the contract, but the performance period model will need to be developed from measured data collected during the performance period. Typically, a valid baseline model indicates that a similar performance period model can be successfully developed.

Once the baseline and performance period models of the meter's water consumption and the parameter(s) are established and validated, the standardized values of the independent parameters can be used to drive both models and calculate savings.

Therefore, a project-specific M&V Plan should identify critical independent variables, explain how these variables will be measured or documented, and discuss how they will be used in the empirical models. Additionally, assumptions and mathematical formulas used in the M&V Plan must be clearly stated, and the validity of any mathematical model used should be verified.

Non-Routine Adjustments

Non-routine adjustments are used to compensate for unexpected changes in utility driving factors, such as facility size, operating hours, and facility use. These factors must be monitored for change to ensure that they are not affecting the performance of the utility conservation measure. Tracking these factors is primarily a concern for projects using whole-building options (Options C & D). Option A approaches typically avoid these types of adjustments as many of the factors that could change are stipulated. If future changes are expected, the M&V Plan should incorporate methods for making these non-routine adjustments.

Interactive Effects

It is commonly understood that UCRMs and utility systems interact with one another. Reduced lighting loads, for example, can reduce air conditioning utility consumption (a cooling bonus), but increase heating consumption (a heating penalty).

Whole-building M&V approaches such as building simulation or utility billing analysis account for these types of interactive effects, whereas retrofit isolation M&V approaches do not.

When using retrofit isolation M&V Options A and B, careful consideration must be given to dealing with interaction between UCRMs. One must properly account for interactive effects and avoid double-counting of savings, which can occur inadvertently if interactions are not carefully considered.

Care must be taken to account for the reduced cooling loads due to the change in lighting. In addition, the cooling bonus should be based on the efficiency of the new cooling equipment. In general, the possibility of double-counting utility savings can be reduced by considering one UCRM at a time.

The later UCRMs should start (the baseline condition) from the performance period condition of the previous UCRMs. For related UCRMs, such as lighting efficiency and lighting controls, double counting can sometimes be avoided by using a single equation to determine savings from both measures.

Methodologies for determining some of the more common interactions have been developed. However, detailed relationships between many dissimilar but interactive UCRMs are not known, and the methods for measuring interactive effects are not cost-effective for many applications. For projects using retrofit isolation approaches (Options A or B), one of three approaches can be taken to account for savings associated with interactive effects between UCRMs. These approaches are as follows:

- Ignore interactive effects.
- Use mutually agreed-upon values that are based on the site-specifics of the building and HVAC equipment types. The values can be developed based on computer model simulations for typical building conditions or assigned based on available information for typical buildings.

- Develop a site-specific method to measure and estimate interactive effects. The Owner and/or ESCO will need to agree on the merit and reasonableness of the proposed approach, which may include directly measuring the effects.

SCHEDULE A – MEASUREMENT & VERIFICATION

The purpose of the Measurement and Verification (M&V) Plan is to establish the method by which the calculated utility savings for the project are proven. Kaufman shall provide Performance Services with the necessary data, including utility bills, and access to buildings and equipment proposed to be installed under the Scope of Work. Kaufman will also provide access to building automation system information and any other facility Operating and Maintenance data as needed for Performance Services to perform the M&V as described herein. Preferably, all requested building automation system data will be pushed electronically to Performance Services ftp site for this project.

For this utility conservation project, Performance Services proposes to use a M&V methodology based on end use measurement (retrofit isolation) to verify the estimated savings set forth in the proposal for this project. Performance Services has during the IGA and will continue to make use of a variety of building environment and equipment end use measurement options including one-time instantaneous and short-term continuous measurements to verify specific performance criteria set forth in this M&V plan. If performance test conditions do not allow for certain prescribed measurements to be made, then alternative M&V methods may be proposed for agreement by the parties. Performance Services utilizes the DOE sponsored International Performance Measurement & Verification Protocol (IPMVP EVO 10000.1 January 2012), and the FEMP M&V Guidelines: Measurement and Verification for Federal Energy Projects Version 3.0 (2008) as references for this M&V plan.

There are essentially two types of measurement procedures: retrofit isolation methods and whole building analysis methods. The retrofit isolation methods are called Option A - Retrofit Isolation with Key Parameter measurement and Option B - All Parameter Measurement options, respectively. The building analysis options are called: Option C, Utility Bill Analysis, and Option D, Calibrated Simulation, respectively. The last two options could be used to measure specific pieces of equipment and hence specific retrofits, if the meter being used in the analysis serves only the impacted piece of equipment. The following are summary descriptions of these M&V approaches based on the reference documents.

OPTION A – Retrofit Isolation with Key Parameter Measurement

Option A is an approach designed for projects in which the potential to generate savings must be isolated and verified, but the actual savings can be determined from short-term measurements, estimates, and engineering calculations. Performance period water use is not typically measured throughout the term of the contract. Performance period water use and baseline water use are predicted using an engineering or statistical analysis of information that does not involve long-term measurements.

Option A savings are determined by field measurement of the key performance parameter(s) which define the energy use of the UCRM's

affected system(s) and/or the success of the project. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required.

Typical applications may include a lighting retrofit, where the power drawn can be monitored and hours of operation can be estimated.

OPTION B - Retrofit Isolation with All Parameter Measurement

M&V Option B is a retrofit isolation or system-level approach. The approach is intended for retrofits with performance factors (e.g., end-use capacity, demand, power) and operational factors (lighting operational hours, cooling ton-hours) that can be measured at the component or system level and where long-term performance needs to be verified. It is similar to Option A, but uses periodic or continuous metering of all energy quantities, or all parameters needed to calculate energy, during the performance period. This approach provides the greatest accuracy in the calculation of savings but increases the performance-period M&V cost.

The Option B approach ensures the same items as Option A, but also:

- Determines energy savings using periodic or continuous measurement of energy use or all parameters needed to calculate energy use during the term of the contract.
- Option B is typically used when any or all of these conditions apply:
- For simple equipment replacement projects with energy savings that are less than 20% of total facility energy use as recorded by the relevant utility meter or sub-meter (Option C is not applicable)
- When energy savings values per individual measure are desired
- When interactive effects can be estimated using methods that do not involve long-term measurements
- When the independent variables that affect energy use are not complex and excessively difficult or expensive to monitor
- When operational data on the equipment is available through control systems
- When sub-meters already exist that record the energy use of subsystems under consideration (e.g., a separate sub-meter for heating ventilation and air-conditioning (HVAC) systems)

OPTION C – Whole Building Data Analysis

M&V Option C involves whole-facility utility or sub-meter data analysis procedures to verify the performance of retrofit projects in which whole-facility baseline and performance period data are available. Option C usually involves collecting historical whole-facility baseline energy use and related data and continuously measuring whole-facility energy use after UCRM installation. Baseline and periodic

inspections of the equipment are also needed. Energy savings under Option C are estimated by developing statistically representative models of whole-facility or sub-metered energy consumption (i.e., therms and/or kWh). This method confirms total energy savings but does not measure the savings from individual components.

In general, Option C is used with complex equipment replacement and controls projects for which predicted savings are relatively large, i.e., greater than about 10% to 20% of the site's monthly energy use. Option C regression methods are valuable for measuring interactions between energy systems or determining the impact of projects that cannot be measured directly, such as insulation or other building envelope measures.

Regression analysis requires experienced, qualified analysts, and Option C methods should be employed only for projects that meet the following requirements:

- Savings are predicted to be greater than about 10% to 20% of the overall consumption measured by the utility or sub-meter.
- At least 12 and preferably 24 months or more of pre-installation data are used to calculate a baseline model.
- At least 9 and preferably 12 months of performance period data are used to calculate annual savings.
- Adequate data on independent variables are available to generate an accurate baseline model, and procedures are in place to track the variables required for performance period models.
- Significant operational or other changes are not planned for the facility during the performance period, and procedures are in place to document changes that do occur at the site.

Performance Services uses regression analysis software to compile, analyze and compute the pre-retrofit baseline from the electricity, fuel and water bills. The post-retrofit utility consumption data from these meters will be obtained subsequently and compiled, analyzed, normalized for weather, occupancy and other variables and compared to the pre-retrofit baseline to determine the savings (savings = baseline – post-retrofit usage) for each annual performance period in the contract. A baseline utility bill analysis report for each of the energy meters (electric and natural gas) for each facility covered by this IGA report is included in the appendix of this report.

OPTION D – Calibrated Simulation

Option D involves whole facility or system analysis procedures to verify the performance of retrofit projects using calibrated computer simulation models. Computer simulation is a powerful tool that allows an experienced user to model the building and mechanical systems to predict building energy use both before and after the installation of UCRMs. The accuracy of the models is ensured by using metered site

data to describe baseline and/or performance period conditions. Carefully constructed models can provide savings estimates for the individual UCRMs on a project.

More elaborate models generally improve the accuracy of savings calculations but increase costs. A calibrated simulation of a building, however, can be utilized to easily evaluate savings from other potential improvements.

Building simulation requires experienced, qualified analysts, and Option D methods should be used only for projects that meet any or all the following requirements:

- For complex equipment replacement and controls projects with too many UCRMs to cost-effectively use retrofit isolation methods A or B
- When interactive effects between UCRMs are too complex for retrofit isolation approaches, but need to be quantified
- When the Option C utility data analysis approach is not viable due to the overall level of savings being less than 20% of metered use
- When complex baseline adjustments are expected during the performance period
- When energy savings values per individual measure are desired
- When new construction projects are involved
- When savings levels are sufficient to warrant the cost of simulation
- When either baseline or performance period energy data, but not both, are unavailable or unreliable.

Each method is appropriate for certain types of energy conservation projects, and has its associated benefits, risks, and costs. The recommended site and UCRM specific M&V methodologies for verifying the project savings are presented below in section “Recommended M&V Options.”

Deemed Savings

Certain elements of savings are best estimated by a one-time static calculation with no ongoing measurement and verification due to the nature and/or value of the savings. For example, the value of the savings may be variable from year to year but not of sufficient dollar value to warrant the recurring annual expenditure of significant funds for verification. In such cases, a representative estimate of the savings is made with Owner’s input, and the dollar value is “deemed” (also referred to as “stipulated”). Sometimes the owner provides the dollar value from their records. The “deemed” value is stipulated as correct and recurring annually with or without escalation (as agreed) in the annual M&V analysis and report.

Selecting an M&V Approach

Since the primary purpose of measurement and verification is to validate payments or performance guarantees, the cost of M&V should be less than the payment amount or guarantee that is at risk. Consequently, the objective of M&V should not necessarily be to derive a precise energy savings number,

but rather to ensure that energy services companies (ESCOs) properly complete their projects and that the resulting energy savings are reasonably close to the claimed savings. The appropriate level of M&V rigor and accuracy is a level that protects the project investment and fulfills the intent of any legislative requirements. Careful consideration of the M&V level, type, and rigor benefits both parties and can help mitigate potential problems during the performance period.

In general, the selection of a project specific M&V method is based upon:

- Project costs and expected savings
- Complexity of the UCRM
- Number of interrelated UCRMs at a single facility
- Uncertainty or risk of savings being achieved
- Risk allocation between the parties
- Other uses for M&V data and systems

The scale of a project, energy rates, term of the contract, comprehensiveness of energy conservation measures (UCRMs), the benefit-sharing arrangement, and the magnitude of savings can all affect the value of the UCRM or project.

The M&V effort for this project has been scaled to the value of the project so that the value of the information provided by the M&V activity is appropriate to the value of the UCRM and the project itself.

Descriptions of power measurements and the methods used to log (trend) data

The use of power measurements to validate our engineering assumptions is paramount to the success of our performance contract projects. Performance Services invested substantially in high-quality multi-phase and true-RMS metering equipment as well as industrial grade, portable BTU measurement equipment.

Table at the end of the section contains a summary listing of the logging and metering equipment Performance Services uses in developing projects, in validating baseline equipment performance assumptions and post-installation verification of performance. Power, combustion, and BTU metering equipment are checked for calibration regularly by the manufacturer of the equipment. If any element(s) are beyond tolerances, the meter and the associated elements are re-calibrated.

RECOMMENDED M & V OPTIONS

Each method is appropriate for certain types of energy conservation projects, and has its associated benefits, risks, and cost. Due to the interconnections of many of the UCRMs savings, PSI proposes to use primarily one M&V Option for this project: 1) Option A – Retrofit Isolation with Key Parameter measurement (instantaneous or short term). These methods will verify with a high degree of confidence that the savings for Measure #1 below are being achieved without adding excessive cost to the project.

This Option will be used to verify the savings (revenue increase) for the proposed UCRMs. The O&M savings and capital cost avoided were estimated by the City and are thus termed Deemed (stipulated) Savings. Details are as follows:

Table 5 – M&V Methods

Measure #	Measure	Percent of Project	Total Savings	M&V Method
1	Water Meters w/ AMI	76.8%	\$143,266	A
2	O&M and Cap. Cost Avoid.	23.2%	\$43,343	Deemed

THE LOCATIONS INCLUDED IN THIS PROJECT ARE:

- Commercial and residential water meters

Option A - Retrofit Isolation: Key Parameter Measurement

Performance Services has selected Option A for the following UCRMs:

UCRM 1 – AMI with Accurate Water Meters

Performance Services proposes replacement of the 2,885 existing residential, commercial and water supply meters along with AMI. Benefits include:

- Accurate flow measurements at ultra-low, low, medium, and high flows
- No moving parts in residential and commercial meters
- Reduced operations and maintenance
- Up to 20-year accuracy warranty
- More accurate customer billing
- Higher billed water/sewer revenues

The key measurement parameters will be the water flow accuracy of the pre- and post-project water meters. The measurements will be performed on a statistically significant quantity (sample) of pre- and post-retrofit fixtures. Water flow measurements will be made by a company specializing in water meter testing with testing done in accordance with AWWA standards. Flow accuracies will be measured at low, medium and high flow conditions. The frequency of measuring post flow accuracies will meet or exceed Texas Government Code 302.001.

The number of meters and size of meters to be selected for measurement is based on the use of statistical sampling method (described below) to ensure reasonable sample populations and confidence level (CL) in the results of the samples.

- Performance Services uses the water billing software to identify the meters to measure pre- and post-implementation.

- For flow accuracy measurements, Performance Services identified the size of water meters passing 70% or greater of the total water supplied to customers based on the water balance in the IGA. The remaining percent of total connected water meters have a lesser effect on the savings results and these fixtures may not be measured.
 - Performance Services will use Coefficient of Variation (Cv) of 0.5 for pre- and post-retrofit
 - Performance Services will use Confidence Level (CL) to be 90%
 - Performance Services will use Precision to be 20%.
 - Where field accuracy testing data is not available, factory testing data may be used in the project savings analysis
 - Based on the meter quantity an expected sample size will be selected. Minimum sample size per applicable meter type will be 3 pre-retrofit samples and 3 samples post-retrofit. Additional samples might be required to meet the expected statistical parameters described above.

SAVINGS FORMULAE

$$US = W_{BASE} \times (M_{POST} - M_{BASE})$$

Where:

US	=	Total increase in billable water (gallons)
W _{BASE}	=	Measured baseline water supplied at 100% Accuracy (gallons)
M _{BASE}	=	Measured pre-implementation water meter accuracy (%)
M _{POST}	=	Measured post-implementation water meter accuracy (%)

Utility savings (additional billable water) was calculated using manufacture data and spreadsheet calculations. Savings calculated from baseline water production will be equal to or greater than the values included in the following savings calculation tables:

Savings include operational savings which are consistent with actual cost according to Kaufman. Operational savings is agree-to for the life of the project and will not be verified under the annual energy savings report.

BASLINE WATER METER ACCURACY AND BASELINE WATER SUPPLY

Baseline water meter accuracy was determined by independent third-party testing. Testing followed AWWA standards. Baseline pre-implementation meter accuracies follow:

Water Meter Size	Baseline Meter Accuracy %
5/8"x3/4" Meters	91.3%
1" Meters	92.9%
1.5" Meters	97.7%
2" Meters	97.7%
3" Meters	98.0%
4" Meters	90.0%
6" Meters	98.5%

Existing Water Baselines (2019 Base Year)

Baseline Water Production & Billing	
Water Produced (gal)	382,139,279
Water Billed (gal)	226,326,493

Baseline Percentage of Water Flow by Meter Size

Water Meter Size	Baseline % Water Flow by Meter Size
5/8"x3/4" Meters	58.63%
1" Meters	6.44%
1.5" Meters	0.00%
2" Meters	25.81%
3" Meters	1.42%
4" Meters	0.33%
6" Meters	1.90%
8" Meters	5.46%
Total	100%

Table to be used in Determining Actual Annual Saving

Calculated Water Recovery (Traditional AWWA Flows)

Water Meter Size	Baseline Water to Meters @ 100% Accuracy (gal/yr)*	Measured Meter Accuracy	Baseline Billed Water per Mtr Size (gal/yr)	New Meter Accuracy	Future Water Measured w/ New Meters (gal)	Annual Billed Water Increase (gal)	Annual Billed Water Increase (\$)
5/8" x 3/4" Meters	145,395,853	91.3%	132,702,881	To be Measured	Calculated	Calculated	Calculated
1" Meters	15,700,511	92.9%	14,583,245	To be Measured	Calculated	Calculated	Calculated
1.5" Meters	0	97.7%	0	To be Measured	Calculated	Calculated	Calculated
2" Meters	59,790,787	97.7%	58,410,923	To be Measured	Calculated	Calculated	Calculated
3" Meters	3,284,999	98.0%	3,219,299	To be Measured	Calculated	Calculated	Calculated
4" Meters	821,135	90.0%	739,022	To be Measured	Calculated	Calculated	Calculated
6" Meters	4,375,138	98.5%	4,309,511	To be Measured	Calculated	Calculated	Calculated
Totals	229,368,423		213,964,882		Sum of Above	Sum of Above	Sum of Above

Avg Wtr/Sewer Rate (\$/kgal): \$11.98

Note: 8" meters are not being replaced on this project, so flow through those meters have not been factored into the above savings calculation.

OPTION B - Retrofit Isolation with All Parameter Measurement

Performance Services has selected IPMVP Option B for the following UCRMs and associated maintenance savings:

- None

Other Savings

Performance Services has provided documentation for the following Other Savings within the Appendix of the IGA. Due to these savings being small and/or not readily documentable, Performance Services believes that it is not cost effective to measure and verify these savings. Other Savings included in this project are as follows:

Operational Savings

Kaufman will realize cost savings from not replacing failed water meters that are no longer under warranty. New residential and up to 1-inch commercial water meters will have a 20-year manufacturer warranty. This savings has been calculated based on the expected failure rate and Kaufman's meter replacement program. To help assure that Kaufman achieves projected warranty period savings, PSI will train Kaufman staff on the warranty process. For this project, the total estimated and customer agreed upon annual operational savings is \$20,195.

Capital Cost Avoidance

The project scope includes replacing 2,874 water meter boxes. The existing boxes have reached the end of their useful life. The first year capital cost avoidance associated with this work is \$23,148.

Water Rate data

For calculation, the energy dollar savings Performance Services in collaboration with Kaufman, have agreed to the data below as the baseline year utility rates. Performance Services and Kaufman agree for the term of this Agreement that the annual Utility Rate escalation factor will be 1.5% for sewer and water. This escalation rate is based on the historical average rise in water rates

UTILITY RATES – WATER/SEWER

SUMMARY OF BILLING COMPONENT CHARGES:

Kaufman water–sewer rates are shown in the table below. There have been no rate increases since 10-1-2019 and none are proposed for FY2022. The rates are applied as monthly base fees (including first 1,000 gallons) plus consumption rates applied per kgal with no tiers or caps.

	FY16 Oct-15	FY17 16-Oct	FY18 17-Oct	FY19 18-Oct	FY20 19-Oct	FY21 20-Oct	FY21 20-Oct	FY22 21-Oct
WATER								
Residential	13.73	\$ 13.97	\$ 15.32	\$ 16.09	\$ 17.98	\$ 17.98	\$ 17.98	\$17.98
Commercial	13.73	13.97	15.32	\$ 16.09	\$ 17.98	\$ 17.98	\$ 17.98	\$17.98
Wholesale	13.73	13.97	15.32	\$ 16.09	\$ 17.98	\$ 17.98	\$ 17.98	\$17.98
Public Schools	13.73	13.97	15.32	\$ 16.09	\$ 17.98	\$ 17.98	\$ 17.98	\$17.98
Multi-unit	11.34	11.58	12.70	\$ 13.34	\$ 15.16	\$ 15.16	\$ 15.16	\$15.16
Over 1,000 per 1,000	5.93	6.17	6.77	\$ 7.11	\$ 7.75	\$ 7.75	\$ 7.75	\$ 7.75
Becker-Jiba	3.09	3.33	3.65	3.72	3.79	3.79	3.79	3.79
Senior Discount	5.70	5.70	6.00	6.00	6.00	6.00	6.00	6.00
Outside city, flat fee	14.25	14.25	15.63	16.41	17.89	17.89	17.89	17.89
Connection fee	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Transfer fee	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
NSF	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Late Charge	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Reconnect	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00
After hours reconnect	75.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
Misdemeanor violation	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
SEWER								
Residential	14.40	14.40	15.12	15.12	16.62	16.62	16.62	16.62
Commercial	36.63	36.63	38.46	38.46	39.96	39.96	39.96	39.96
Public Schools	36.63	36.63	38.46	38.46	39.96	39.96	39.96	39.96
Multi-unit, residential	10.79	10.79	11.33	11.33	12.83	12.83	12.83	12.83
Multi-unit, commercial	27.47	27.47	28.84	28.84	30.34	30.34	30.34	30.34
Over 1,000 per 1,000	5.05	5.05	5.30	5.30	5.78	5.78	5.78	5.78

AVOIDED COST OF WATER/WASTEWATER TO BE USED IN CALCULATIONS:

Water/Sewer Average Rate

Meter Size	Cost per kgal
All	\$11.98

M&V SAMPLING GUIDELINES

This appendix introduces the statistical background, theory and formulas used to select, analyze, and validate samples for project monitoring and evaluation. It also provides guidelines and procedures for the design and implementation of sampling.

The purpose of monitoring a sample, as an alternative to monitoring an entire population is to; (a) characterize particular attributes of a population from which a sample is drawn with adequate accuracy and reliability, while (b) reducing monitoring costs and effort.

As shown in figure below, sampling involves selecting several members from a population for monitoring and evaluation. The measured characteristics or behavior of the sample group is then used to infer the characteristics and/or behavior of the entire population. As expected, the assumption is that the sample is representative of the population. To ensure that the sample is indeed representative, calculations must be performed to assess and quantify the statistical validity of the sampled data. These calculations are presented later in this Appendix.

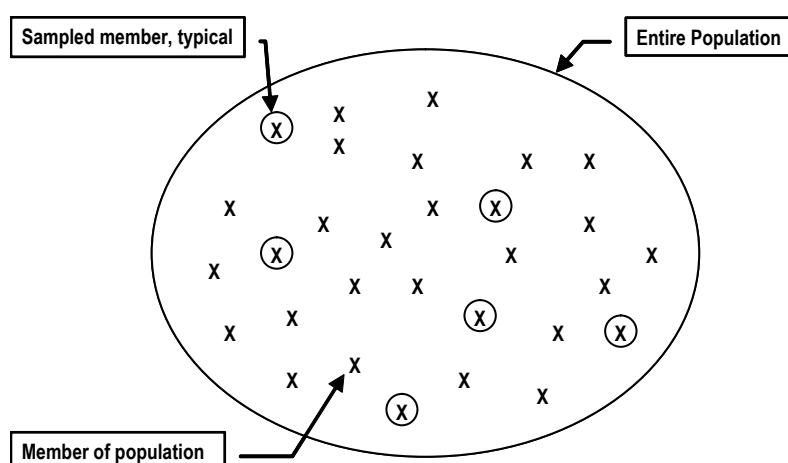


Figure 1 – Population and Sample

Sampling is applicable to projects such as lighting retrofits, energy efficient motor replacements, HVAC unit replacement, water retrofits, or any other project in which several similar pieces of equipment are affected by the same type of UCRM.

In the most common applications, sampling strategies are used to characterize the hours of operation and the instantaneous power draw of a constant-load device. A separate sample set is required for each item evaluated.

When selecting a sample from a population to determine hours of operation, it is necessary to ensure that the load or device being sampled is monitored at or down-stream of its last point of control (LPC).

The last point of control (LPC) is the portion of an electrical circuit (or other source of energy), that serves a set of equipment that is controlled on a single switch. As a result, all fixtures, or pieces of equipment on that LPC are typically operated the same number of hours per year.

For metering purposes, it is assumed that measurements taken of a single piece of equipment on an LPC captures the operating hours for all equipment served on the same circuit.

MATHEMATICAL METHODS FOR SAMPLING

Sampling must be conducted using accepted methods and use an appropriate level of care to ensure that the M&V results that rely on the sampling and analysis are sufficiently accurate. This section provides a summary of the concepts, methods, and equations to be used.

Although various assumptions regarding the distribution of the sampled data can be made, most sampling statistical analysis assumes that the data is normally distributed about the mean and in this Appendix, this assumption is made.

Statistical validity requires that the samples be randomly selected. Use of a random number generator, such as that found in MS Excel™ is convenient for ensuring the sample is randomly selected.

POINT ESTIMATION – CONFIDENCE AND PRECISION

When we use sampling to estimate an average value of an entire population, we are performing an activity known as point estimation. A value or ‘point’ that is estimated based on a sample is not the actual average value but rather, is a value that is “reasonably close” to the actual average value. The question, then, for the M&V practitioner is: “What do we mean when we say ‘reasonably close’?” The question is answered using the following statistical terms.

- **Confidence:** Confidence is fundamentally the same as probability, except that confidence refers to data already obtained, while probability refers to a future value. A confidence of 90% is commonly used in M&V. So, using our 90% example, when we refer to a

confidence level, we are saying “I am 90% confident that the measured value is within my stated confidence interval.”

- **Confidence Interval (or Precision):** Because the value estimated by sampling cannot be expected to be the actual value, it is useful to state an interval in which we have confidence the true value lies. Confidence interval is also often referred to as precision. An M&V practitioner may state that they know the value has a precision of 20%, which would mean that the “The estimate is within 20% of the true value.”

Confidence and precision, then, are the values referred to when a 90/20 (or 80/20 or any other) criteria is specified.

EXAMPLE

Imagine that we wish to measure the run-hours of a sample of equipment for a month. Imagine now that we measure 200 ‘on’ hours. If we are hoping to meet a 90/20 criteria, we are hoping that we can say, with a 90% probability, that our estimate is within 20% of the actual average run hours – that is, we are 9/10th sure the actual runtime is between 180 and 220 hours.

To graphically illustrate the concepts of normal distribution, confidence, and precision, shows a normal distribution with a confidence interval. Note that the confidence interval in the figure is defined by the error ($\pm E$). This error figure is discussed further below and is defined in Equation 1.

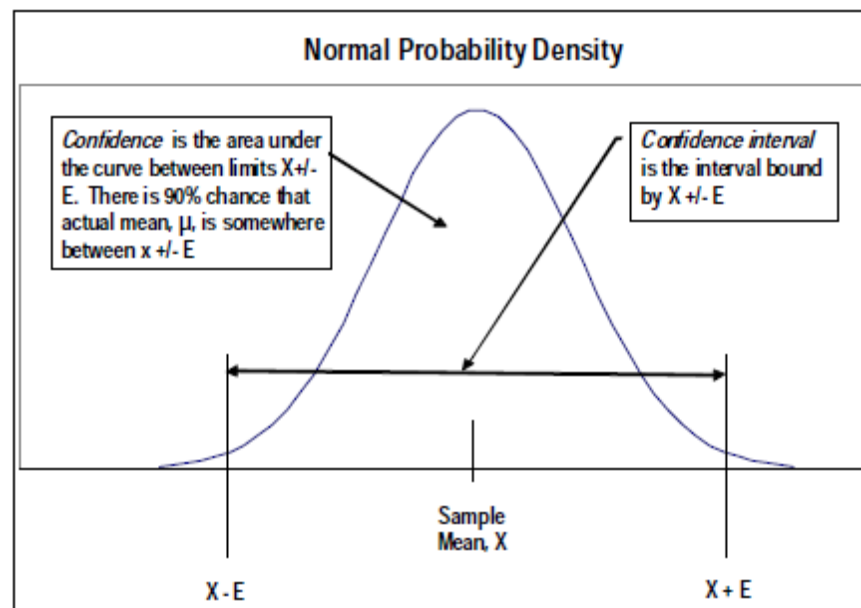


Figure 2 – Normal distribution with confidence interval

The confidence interval (or precision) and the confidence level are positively linked; for any sample, as the confidence interval increases (that is, the precision is reduced, and the range of possible values of the true mean increases) the confidence level increases. Or, looking at it another way, as the confidence interval is reduced, the confidence level is also reduced.

APPLICATION OF SAMPLING TO PROJECTS

In the next sections considerations for the design and application of sampling are explored. The analysis steps to be used in conducting sampling are as follows:

These steps are discussed below.

COMPILE PROJECT/UCRM AND M&V PLAN INFORMATION

In this step, the goal is to fully understand several things, including: the measure scope, the savings calculations quantifying the intended performance, the M&V method to be used and the data to be collected. Once the project is understood, an M&V practitioner can identify the calculation method and select variables to be sampled.

In many energy conservation projects, it is often necessary to conduct both pre and post installation sampling. Regardless of whether the sampling is for evaluating the baseline or the post-retrofit conditions, the following information is typically required to properly assign usage groups and determine sample sizes.

5. **Number of circuits, devices or LPCs.** Identify and document the LPCs that are affected by the installation of UCRMs. This should be provided in the form of an equipment inventory survey in which each line in the survey represents an LPC that includes descriptions of affected and proposed UCRM nameplate data and quantity as well as location information.
6. **Actual or change in load or wattage.** Using the equipment inventory survey, the total change in load or wattage of the affected equipment by usage group can be computed.

Hours of operation. Sampling can be used to estimate the average hours of operation of the equipment. After the first sampling period (whether it is a year, month, or week) of monitoring, the sampling result (actual C_v , Equation 3) should be used to compute the sample size. If it is expected that the equipment will be used in a significantly different in the current period than it was in the previous period, the estimate may be adjusted. Lighting hours of operation have already been established and defined herein.

DESIGNATE SAMPLING GROUPS

Each device or LPC should be assigned to a usage group based on similarities in the parameter being determined, such as operating hours or connected load. If differences are expected, but there are too few usage groups, the resulting variance of the data may result in unsatisfactory confidence and precision levels. However, if too many usage groups are created, then excessive

monitoring and too small of populations may occur. So, while considering the tradeoffs, usage groups should be developed from criteria such as:

7. Area type (example: office, hallway, meeting room)
 8. Annual operating hours
 9. Timing / usage patterns of the operating hours, load, or other variable
 10. Variability of operating hours, load, or another variable
- Similar functional use

Usage groups should be selected so that equipment or LPC's are similar in that the sampled value (example: hours or kW or kW/unit) is clustered around a specific estimate. When possible, avoid designating usage groups with populations that will yield less than 10 sample points.

Examples of standard usage groups for fan motors with similar operating hours are HVAC ventilation supply fans, return fans, and exhaust fans.

Examples of standard usage groups to determine lighting operating hours are fixtures with similar operating characteristics in offices, laboratories, hallways, stairwells, common areas, perimeters, storage areas, etc.

Usage groups may be defined for the population on a building-by-building basis or across several buildings with similar usage areas. Monitoring can be done for a single or multiple building provided the usage groups are similar. Defining populations for multiple buildings is acceptable and usually results in fewer monitoring points than if each building were considered separately.

SELECT SAMPLES

Select desired confidence and precision levels. A 90/20 confidence/precision level is commonly used in M&V and is suggested.

Establishing the Coefficient of Variation. Prior to selecting a sample, an estimate of the sampled coefficient of variation (C_v) must be made. A C_v of 0.5 has been historically recommended, and numerous projects have shown this to be reasonable guess for most applications. After the first year of monitoring, the coefficient of variation for each usage group can be projected from the results of the metering in the previous year.

Having selected a confidence and precision level (90/20) and a C_v (perhaps 0.5), use Equation 6 and 7, above, to calculate a sample size for each sampling group. Then, randomly select that number of samples from the population.

It is strongly recommended that oversampling (at a 10% or greater level) be included in case of data collection device failure or unexpectedly high data scatter.

Table 3 illustrates the effect of confidence interval and precision on sample size.

TABLE 8 – FIRST YEAR ($C_v=0.5$) SAMPLE SIZE TABLE BASED ON USAGE GROUP SAMPLING¹

Precision	20%	20%	10%
Confidence	80%	90%	90%
Z-Statistic	1.282	1.645	1.645
Population Size, N	Sample Size, n*		
4	3	4	4
8	5	6	8
12	6	8	11
16	7	9	13
20	8	10	16
25	8	11	19
30	9	11	21
35	9	12	24
40	9	12	26
45	9	13	28
50	10	13	29
60	10	14	32
70	10	14	35
90	10	15	39
100	10	15	41
125	11	15	45
200	11	16	51
300	11	17	56
400	11	17	59
500	11	17	60
Infinite	11	17	68

¹ Table does not reflect oversampling. However, because data collection problems are very, very common and because of the departure from normal distribution for small samples (less than 30), over-sampling is critical.

The samples in each usage group should be drawn at random², so that each member has an equal probability of being selected.

If there is reason to believe that there are significant seasonal variations in the operation of the equipment, sufficient monitoring will need to be conducted to capture these variations.

² Random selection of monitoring points is critical to avoid bias in the sample. Spreadsheet or other computer software should be used to generate a list of random numbers that may be used to place loggers on a given LPC.

TABLE 9 – REPRESENTATIVE MONITORING EQUIPMENT USED FOR MEASUREMENT & VERIFICATION

	Manufacturer	Model	Measurement	Range	Accuracy
Lighting & Occupancy Time of Use	Hobo	Datalogger	-	-	-
Temperature & Relative Humidity	Hobo	U10-003	Temperature	-4°F to 158°F	± 0.72°F
			Relative Humidity	25% to 95%	± 3.5%
Temperature & Relative Humidity + 2 external inputs	Hobo	U12-013	Temperature	-4°F to 158°F	± 0.72°F
			Relative Humidity	25% to 95%	± 3.5%
4 external inputs	Hobo	U12-006	-	-	-
Carbon Dioxide external input	Telaire	7001	Carbon Dioxide	0-4000 ppm	± 50 ppm
Current Transformer external input	Hobo	CTV-A	Amperage	0-20 A	± 4.5%
Current Transformer external input	Hobo	CTV-C	Amperage	0-100 A	± 4.5%
Boiler Horsepower / BTU's / Chiller kW per Ton	GE Panametrics	PT878	Flow	-17950 to 179500 gpm	± 1.5%
			Temperature	-4°F to 500°F	± 0.83°F
Multi-Phase Power	Hioki	3169-20	Voltage	0-600 V	± 0.2%
			Amperage	0-500 A	± 0.5%
Multi-Phase Power	Hioki	3169-20	Voltage	0-600 V	
			Amperage	0-500 A	
True-RMS Power	FLUKE	345 or 1735	Voltage	0-600 V	± 0.3%
			Amperage	0-1400 A	± 0.3%
Combustion	Bacharach	PCA-265	Oxygen	0.1% to 20.9%	± 0.3%
			Temperature	-4°F to 2192°F	± 6°F
			Carbon Monoxide	0-4000 ppm	±5%
			Nitric Oxides	1-3000 ppm	±5%
			Pressure	± 72 inches WC	± 2%

EXHIBIT D

PERFORMANCE GUARANTEE AGREEMENT



*209 S. Washington
Kaufman, TX 75142*

Conducted by:

Performance Services

*801 E. Old Settlers Blvd
Suite 100
Round Rock, Texas 78664
August 9, 2020*

August 9, 2021

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This document contains Performance Services Trade Secrets and Confidential information to be used by the addressee for evaluating the PSI proposal. Addressee shall not disclose the Confidential information to third parties without written consent of Performance Services. PSI's right by Texas Law allows us to omit items that are requested by an FOIA request if we deem the materials being requested are proprietary and/or trade secrets.

EXHIBIT D
PERFORMANCE GUARANTEE AGREEMENT

Project: City of Kaufman
Energy Savings Performance Contracting
Kaufman, Texas

Qualified Provider:

Company Name: Performance Services of Texas, Inc.

Address: 801 E. Old Settlers Blvd, Suite 100

City, State, Zip: Round Rock, TX 78644

Representative: Jim Adams

Performance Guarantee Information:

Annual Guaranteed Operational Savings Amount =	\$ <u>20,195</u>
Annual Guaranteed Utility Savings Amount =	\$ <u>143,266</u>
Total Annual Guaranteed Amount =	\$ <u>163,461</u>
Total Capital Cost Avoidance =	\$ <u>23,148</u>

Program Term = 20 Years

Guarantee

Performance Services, Inc. (the "Provider") guarantees that the City of Kaufman (the "Owner") will annually save the amounts stated above in utility and operating costs during the stated program term.

The Performance Guarantee Agreement (the Guarantee) shall commence once the Utility Cost Reduction Measures (UCRMs) are installed, the Owner's staff has been trained how to operate the UCRMs and the UCRMs have been optimized by the Provider. The Guarantee commencement date shall be established by both the Owner and Provider by their signatures on the Guarantee Commencement Letter contained herein. The Guarantee shall be fulfilled and fully satisfied once the Guaranteed Energy and Operational Savings have equaled the Owner's payments as identified on the Amortization Schedule in the Guaranteed Energy Savings Contract (the Agreement).

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Energy Savings

Energy savings shall be measured and verified by various methods depending on the UCRM. The measurement and verification methods to be used in determining actual energy savings are identified for each UCRM within this Guarantee and the Measurement and Verification Plan – Exhibit C.

The utility information used in this Guarantee for the Base Year shall be for the one-year period from January 2019 through December 2019. Current Year utility rate data shall be used in calculating energy savings occurring during that current year; provided Current Year utility rates are not less than Base Year utility rates with escalation as defined in the Measurement and Verification Plan. If Current Year utility rates drop below Base Year rates, Base Year rates (including escalation) shall be used to calculate Current Year energy savings. Any energy savings generated during the installation phase of this project shall be added to savings achieved during the first annual period of the Guarantee.

The Owner shall pay the Provider the annual Energy Monitoring fees identified within this Guarantee. For these fees, the Provider shall calculate and report the actual energy savings over the term of the Guarantee as described herein.

At the end of every annual guaranteed period, the actual annual savings will be compared to the guaranteed annual savings to determine if the guaranteed savings were achieved. If the actual savings for this one-year period are less than the guaranteed annual savings amount, the Provider shall pay the Owner a cash refund for the difference between these amounts (herein call the “shortfall”). The maximum shortfall in any one-year period is limited to the annual guaranteed energy savings amount identified on the first page of this guarantee.

UCRM 1 – Water Meters with AMI

Guaranteed additional water/sewer revenues generated by this UCRM shall be based upon a measurement of flow accuracies conducted approximately one year after the Substantial Completion of the installation. Substantial Completion is defined as the point in time when the owner has accepted and is utilizing the water meters provided in this contract. The one-time measurement will consist of the testing of a statistically relevant sample, as defined in Exhibit C, of the installed meters to calculate the Measured Meter Accuracy for each size of water meter. These values shall be input into “Table to be used in Determining Increased Annual Revenue” in Exhibit C. If the total annual Water/Sewer revenue increase calculated from the table is equal to or greater than the guaranteed Water/Sewer revenue increase amount shown on “Table 1 – Guaranteed Savings” in Exhibit C, these increased revenues shall be applied to the Guaranteed Utility Savings Amount throughout the term of the Guarantee. If the total calculated resultant measured revenue increase including other UCRM annual savings is less than the total guaranteed savings amount shown on the referenced table, the Provider shall pay the Owner the resultant shortfall for Year 1 of the Guarantee. If the guaranteed savings are not met, the Provider will then replace the meters that do not meet the accuracy guarantee. The Provider will confirm that the accuracy guarantee is being met in a subsequent measurement and verification report using a statistically relevant sample, as defined in Exhibit C. Measured savings/increased revenue will be calculated using the above referenced procedure. The calculated increased revenues shall be applied to the Guaranteed Utility Savings Amount throughout the duration of the Guarantee period.

Adjustments

Increased energy usage resulting from increasing outside air amounts to meet current building codes, air-conditioning of areas that were previously not air-conditioned and other identified adjustments shall be added to Base Year energy costs.

Operational Savings

Operational savings exist when an improvement implemented under this program reduces future repair or replacement labor and / or material monies that would have otherwise been expended if the improvement was not implemented. The operational savings described and quantified in this Guarantee shall be added to the energy savings to arrive at the total guaranteed savings amount. The stipulated operational savings calculations for this Guarantee are included in the IGA. All operational savings are considered Stipulated Savings such that the annual operational savings amounts identified in the IGA shall be applied annually to the guaranteed annual operational savings amount throughout the term of the Guarantee.

Energy Monitoring

Energy monitoring services shall be performed by the Provider as described in this Guarantee. The Guarantee is void if the Owner ceases paying the Energy Monitoring fees identified below.

The annual Energy Monitoring fees for PSI are shown below and shall be paid for the previous 6 months of documented work.

Year	Price
1	\$0
2	\$2,800
3	\$2,800
3	\$2,800
5	\$2,800
6	\$2,800
7	\$2,800
8	\$2,800
9	\$2,800
10	\$2,800
11	\$2,800
12	\$2,800
13	\$2,800
14	\$2,800
15	\$2,800
16	\$2,800
17	\$2,800
18	\$2,800
19	\$2,800
20	\$2,800

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Note: The Owner has the right to request that the Provider change the scope of this Guarantee at the end of each annual guaranteed period to reduce monitoring

Other Requirements

The Owner agrees to maintain all relevant equipment / systems affecting energy efficiency such that the condition of the existing equipment / systems during the term of Guarantee is at least equal to their condition at the completion of this Contract. The Owner also agrees to properly maintain all new and existing equipment and operate all of the new and existing systems as described in the Proposal, Installation Contract and Guarantee. If the Owner fails to operate his equipment / systems as described herein and it results in reduced energy or operational savings, then actual energy or operational savings shall be adjusted to the benefit of the Provider to offset lost energy savings caused by such failures by the Owner.

City of Kaufman

By: _____

Date: _____

Performance Services, Inc.

By: _____

Jim Adams, General Manager

Date: _____

August 9, 2021

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Meeting
Date: 8/23/2021

Date: 8/3/2021

Item #: 16.

Dept.: Administration

Discussion Item

SUBJECT:

Consider and take appropriate action on Resolution R-29-21, a resolution of the City of Kaufman, Texas, approving a financing agreement for the purpose of procuring an AMI project and related equipment; authorizing the City Manager to enter into such agreement; providing for the incorporation of premises; and providing an effective date.

BACKGROUND:

The financing mechanism for funding the AMI project is a Public Property Finance Act Contract. It is a 20-year contract with Government Capital at 2.45% and will be serviced using the incremental water revenue generated from installing all new meters within the system. This authority is Section 271.005 of the Texas Local Gov't Code:

Sec. 271.005

Authority to Contract for Personal Property(a)The governing body of a governmental agency may execute, perform, and make payments under a contract with any person for the use or the purchase or other acquisition of any personal property, or the financing thereof. The contract is an obligation of the governmental agency. The contract may:(1)be on the terms considered appropriate by the governing body;(2)be in the form of a lease, a lease with an option or options to purchase, an installment purchase, or any other form considered appropriate by the governing body including that of an instrument which would be required to be approved by the attorney general under Chapter 1202 (Examination and Registration of Public Securities), Government Code, provided that contracts in such form must be approved by the attorney general in accordance with the terms of that chapter;(3)be for a term approved by the governing body and contain an option or options to renew or extend the term; and(4)be made payable from a pledge of all or any part of any revenues, funds, or taxes available to the governmental agency for its public purposes.(b)The governing body of a governmental agency may contract under this section for materials and labor incident to the installation of personal property.(c)A contract may provide for the payment of interest on the unpaid amounts of the contract at a rate or rates and may contain prepayment provisions, termination penalties, and other provisions determined within the discretion of the governing body. The net effective interest rate on the contract may not exceed the net effective interest rate at which public securities may be issued in accordance with Chapter 1204 (Interest Rate), Government Code. Interest on the unpaid amounts of a contract shall be computed as simple interest.(d)Subject only to applicable constitutional restrictions, the governing body may obligate taxes or revenues for the full term of a contract for the payment of the contract.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-29-21 as presented and

authorizing the City Manager to into a PPFAC agreement with Government Capital, subject to the successful third party review of the AMI audit conducted by Performance Services, Inc.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☐

RESOLUTION NO. R-29-21

A RESOLUTION OF THE CITY OF KAUFMAN, TEXAS APPROVING A FINANCING AGREEMENT WITH GOVERNMENT CAPITAL CORPORATION IN ACCORDANCE WITH THE TEXAS PUBLIC PROPERTY FINANCE ACT, FOR THE PURPOSE OF PROCURING AN AMI PROJECT AND RELATED EQUIPMENT, SUBJECT TO COMPLETION OF A THIRD PARTY AUDIT IN ACCORDANCE WITH THE ACT AND EXECUTION OF A SEPARATE INSTALLATION AGREEMENT; AUTHORIZING THE CITY MANAGER TO ENTER INTO SUCH FINANCING AGREEMENT AND ANY NECESSARY COUNTERPARTS; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is a home rule municipality organized under the Constitution and the laws of the State of Texas; and

WHEREAS, in accordance with the Texas Public Property Finance Act, as amended, (the "Act"), the Financing Agreement is conditioned upon: (i) the City's right to terminate the Agreement at the expiration of each budget period during the term of the Agreement; (ii) a best efforts attempt by the City Council to obtain and appropriate funds for payment of the Agreement; or (iii) both the continuing right to terminate and the best efforts conditions; and

WHEREAS, the City of Kaufman desires to designate this Financing Agreement as a "qualified tax-exempt obligation" of the City of Kaufman for the purposes of Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the City of Kaufman desires to enter into that certain Financing Agreement, by and between Government Capital Corporation and the City of Kaufman, for the purpose of financing an AMI project and related equipment, subject to competition of a third party audit and execution of a separation installation agreement, as such Agreement would benefit the health, safety, and welfare of the residents of Kaufman.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KAUFMAN:

Section 1. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. That the City of Kaufman hereby approves and authorizes the City Manager to enter and execute a Financing Agreement with Government Capital Corporation for the purpose of procuring an AMI project and related equipment, subject to a third party audit, pursuant to the Act, and execution of a separate installation agreement. The Agreement shall be a commitment of the City's current revenues only

and shall be conditioned upon: (i) the City's right to terminate the Agreement at the expiration of each budget period during the term of the Agreement; (ii) a best efforts attempt by the City Council to obtain and appropriate funds for payment of the Agreement; or (iii) both the continuing right to terminate and the best efforts conditions.

Section 3. That the Financing Agreement, by and between the City of Kaufman and Government Capital Corporation, is designated by the City of Kaufman as a "qualified tax-exempt obligation" for the purposes of Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Section 4. That the City of Kaufman designates the City Manager, as an authorized signer of the Financing Agreement, by and between the City of Kaufman and Government Capital Corporation. The City Manger is also authorized to execute any necessary counterparts to the Agreement.

Section 5. That should the need arise, if applicable, the City will use loan proceeds for reimbursement of expenditures related to the personal property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

Section 6. This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED on this the 23rd day of August, 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY



Meeting
Date: 8/23/2021

Date: 7/27/2021

Item #: 17.

Dept.: Finance

Action Item

SUBJECT:

Consider and take appropriate action to award and execute a contract with YWRD, P.C. for the City's Comprehensive Annual Financial Services (Audit) for Fiscal Year 2021 at a cost of \$37,000 for the City Financials and \$4,750 for the Economic Development Corporation.

BACKGROUND:

The City sent out Requests for Proposals for auditing services on July 29, 2021. Only one proposal was submitted and reviewed on August 16, 2021, by YWRD, P.C. After reviewing the proposal submitted, the City Manager, and the Finance Director agreed that YWRD, P.C. met all the qualifications based on technical quality, responsiveness of the proposal, commitment to professional growth, and price.

YWRD, P.C. has provided the City's audit services for the past five years. Staff recognizes the importance of protecting objectivity and financial oversight for the Council and the public, and those factors were considered when reviewing the proposals.

Therefore, Staff recommends Council consider approving YWRD, P.C. for the audit services to prepare the Comprehensive Annual Financial Report for FYE 2021 thru FYE 2023 for both the City and the Economic Development Corporation.

Author:
Mary Wennerstrom, Finance Director

Reviewed:
Mike Slye, City Manager

Cost: **Funds Available:** **Source:**

Recommendation: Staff recommends approval of a contract with YWRD for the City's Audit for FY 2021 thru FY 2023.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☐



Meeting
Date: 8/23/2021

Date: 8/17/2021

Item #: 18.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on the paint and logo renderings for the South and North Water Tower.

BACKGROUND:

The South Water Tower rehab project is nearing the point to go out for bid. The purpose of this action is to decide on exterior paint color and graphic design.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff is seeking direction from Council regarding the paint color and logo design for the water towers.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☐



AUGUST 23, 2021



AUGUST 23, 2021



AUGUST 23, 2021



Meeting
Date: 8/23/2021

Date: 8/9/2021

Item #: 19.

Dept.: Administration

Discussion Item

SUBJECT:

Consider and take appropriate action on the appointment of an Interim City Secretary and designate a signature authority.

BACKGROUND:

The City Secretary will be out on Maternity leave parts of September and October. The city will need to designate someone to be responsible for her duties in her absence. Staff has been training Myra to fulfill this void while the City Secretary is out. This will give her the ability to fully act as the City Secretary and be an authorize signature for the city for documents such as Ordinances, Resolutions, Contracts, Plats, Liens, TABC permits, etc. This resolution will be in place until the return of the City Secretary.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends appointment of Myra Manriquez as the Interim City Secretary.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☐



Meeting

Date: 8/23/2021

Date: 8/17/2021

Item #: 20.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on the appointment of two (2) members to the Board of Adjustment for a two (2) year terms expiring September 2023.

BACKGROUND:

KEDC Board members Ben Brashear and Jane Lucas terms expire August, 2021. Both members have expressed an interest to continue to serve. Staff has no other applications at this time.

The City Council appoints the KEDC members.

Procedurally, the Council should adhere to the process as outlined below:

- Council will vote on two nominees for two year terms through August, 2023.
- If the nominees do not attain a simple majority of the Council (four votes), they will not serve on the KEDC Board.
- A simple majority of the Council (four votes) will be needed to place another name on the ballot followed by a formal vote.
- Any Council member can make a nomination for consideration.
- If the nominees then receive a simple majority of the votes by the Council (four votes) those individuals will be appointed to serve on the KEDC Board.
- Should the Council not agree on proposed nominees, or if one is not forthcoming, then the Staff should be directed to assist with the determination of acceptable nominees.

The procedures outlined will serve the Council well in its deliberations about those best qualified to serve on the KEDC Board.

Author:

Jessie Hanks, City Secretary

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends reappointment of Ben Brashear and Jane Lucas to the KEDC for a two year term through August 2023.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
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Meeting
Date: 8/23/2021

Date: 7/27/2021

Item #: 21.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on the appointment of two (2) members to the Board of Adjustment for a two (2) year terms expiring September 2023.

BACKGROUND:

Two (2) Board of Adjustment members term expires September 2021. They are: Kathy Burt and Jimmy Reed. Both BOA members have expressed an interest to continue to serve. Staff has no other applications at this time.

Therefore, the procedure for considering the appointment of a Board of Adjustment member is as follows: A simple majority of the Council, four votes, is necessary to make a nomination for appointment of a prospective member. Any member of the Council may make a nomination for appointment.

Procedurally, the Council should adhere to the process as outlined below:

- Council will vote for a two (2) year term of September 2023.
- If the nominee does not attain a simple majority of the Council (four votes), they will not serve as a BOA member.
- Any Council member can make a nomination for consideration.
- If the nominee then receives a simple majority of the votes by the Council (four votes) that individual will be appointed to serve as a BOA member.

The procedures outlined will serve the Council well in its deliberations about to serve as a BOA member.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends re-appoint of Kathy Burt and Jimmy Reed for two (2) year terms expiring September 2023.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☐

DISCUSSION ITEMS REPORT (DIR)

[illegible]

DISCUSSION ITEMS REPORT (DIR)

Project Title	Project Lead	Agenda Date	Entered Date	Status/Notes	
PID Creation Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Creation Ordinance Amendment	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Project Reprioritization Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
Home Improvement Incentive Program	Development Serv	11/13/2018	10/23/2018	Complete	
Budget Book Submission to GFOA	Finance		10/23/2018	Complete	
Interlocal Agreement w/County for PID	Finance		10/30/2018	PID Assessment for Georgetown in 2020	
WWTP Priority Project List	Public Works	11/13/2018	10/23/2018	Mark Hill - Consultant	
2600 Commerce Way Permit Ready	Development Serv	NA	11/6/2018	Complete Permit Issued 11/26/2018	
600 N Nash KC Street Barn Permit Issued	Development Serv	NA	11/6/2018	Complete Finaled 01/04/2019	
Rev Ch 22 & 46 7500SF F Sprinkler Req	Development Serv	11/28/2019 02/25/2019	1/21/2019	Complete 02/25/2019	
Realtor PID Training	Admin	NA		Complete 4/23/2019	
Fee Schedule Update	Development Serv		6/4/2019	Approved by Council	
Bureau Veritas Contract Update	Development Serv		6/4/2019	Approved by Council	
Park Master Plan Update	Parks &Rec	8/5/2019	10/23/2018	Aproved by Council	
34/243 Signal Installation	Public Works		10/23/2018	Complete	
HR Coordinator	Admin		12/17/2018	Admin/HR Assistant Full-Time Sept. 30	
Agenda Software Installation/Training	Admin		10/23/2018	Complete	
5 Year CIP	Admin	11/25/2019	11/25/2019	Work Session 12/16/19	
Water & Street Impact Fee Update	Development Serv		6/10/2019	Council approved 12/16/19	
Intern Program	HR	TBD	12/10/2019	Policy to Council 3/30/20	3,5
WWTP Finance Application	Finance	11/13/2018	10/23/2018	GTUA Approval	5
PD/FD Safety Equipment Grant	Public Safety	TBD	3/3/2020	Application Submitted	1
Street Maintenance Priorities	PW/Admin		2/27/2019	List Presented to Council/Incorporated into 5 Year CIP	5
Traffic Signal 1388@34 ByPass	Admin		1/28/2020	Final Construction Underway	1
Solid Waste RFP	Admin	TBD	5/18/2020	Contract Finanlized and Approved	4,5
PD Body Camera Grant	PD	4/27/2020	5/19/2020	Grant not awarded	1,5
Civic Center	Admin	7/22/2019		Accepted 01/25/21	2,3
Phase II - Street Bond	Public Works	10/28/2019	10/23/2018	Accepted 01/25/21	5
TxDOT Turnback	Admin	12/17/2018	11/6/2018	Accepted 01/25/21	2,3,5
City Lakes Park Fence	Public Works		1/26/2021	Complete	
Building Official	Development Serv		12/10/2020	Hired	
54-Acre Development	Development Serv	5/18/2020	10/23/2018	PD to Council 05/18/2020	2,3,4
Building Code Update	Development Serv	10/28/2019	6/4/2019	Approved O-28-19	5
Park Dedication Ordinance	Development Serv	1/25/2021	10/23/2018	PH continued to 2/22/2021	4,5
Police Department Server	PD		1/29/2021	Ordered thru TSM	1,5
Tree Mitigation Ordinance	Development Serv		2/24/2021	Approved	4,5
Kaufman Lake	Admin/PW		1/8/2019	Sold April 2021	2,4,5
Downtown Parking	Admin		1/16/2019	2 Hour Parking Signs going up	2
Fire Engine Replacement	FD	1/25/2021	1/25/2021	Lease Approved	1,5

August, 2021

To: Kaufman County

From: Ashley Berryhill, Finance Director

Re: July 2021 **STARNow** – Kaufman County Ridership Report

FY2021 TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
Trips	750	899	851	913	989	698	1,081	1,082	824	902	960		9,949
Service Days	21	22	19	21	19	14	23	21	20	22	21		223
Avg. Daily Trips	35.7	40.9	44.8	43.5	52.1	49.9	47.0	51.5	41.2	41.0	45.7		44.6

KPIs

Completed Boardings ⓘ Avg. Boardings Per Service Hr. ⓘ Boarding Cancellations ⓘ Boarding Cancellations (No-Show) ⓘ Cancellation Percentage ⓘ Cancellation Percentage (No Show) ⓘ

960 **0.87** **262** **31** **21.44 %** **2.54 %**

Total Requests ⓘ Completed Requests ⓘ No Drivers Available Requests ⓘ Request Cancellations ⓘ Request Cancellations (No Show) ⓘ Avg. # of Requests per Rider ⓘ

1165 **910** **3** **252** **30** **6.71**

Avg. Travel Duration ⓘ Avg. Travel Distance ⓘ Mean Wait Time ⓘ Median Wait Time ⓘ Bookings from Admin Panel ⓘ Bookings from Rider App ⓘ Flag Down Bookings ⓘ

10.84 min **3.29 mi** **26.58 min** **14.76 min** **75.63 %** **23.02 %** **1.35 %**

Avg. # Riders per Request ⓘ

3.81

August 5, 2021

To: City of Kaufman

From: Ashley Berryhill, Finance Director

Re: July 2021 Demand and Response Ridership Report

TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
Trips	289	233	267	194	237	212	453	216	219	242	201		2,763
No. Service Days	21	22	19	21	19	14	23	21	20	22	21		223
Avg. Daily Trips	13.8	10.6	14.1	9.2	12.5	15.1	19.7	10.3	11.0	11.0	9.6		12.4

NO. OF TRIPS	PURPOSE
21	Adult Dayhab
0	Education
3	Government
3	Medicaid
77	Medical
37	Nutrition (Senior Center)
15	Other (adult-day care, beauty salon, friend's homes, etc.)
22	Shopping
60	Work
0	Contract Services
4	Vaccination Appointments

ELDERLY AND DISABLED RIDERSHIP	
46	Disabled Trips
135	Elderly (&/or Dis) Trips

181 E & D Total Rides

E & D Percent of Total Trips – 90%

MONTHLY UNDUPLICATED PASSENGERS
37
YEAR TO DATE UNDUPLICATED PASSENGERS
180

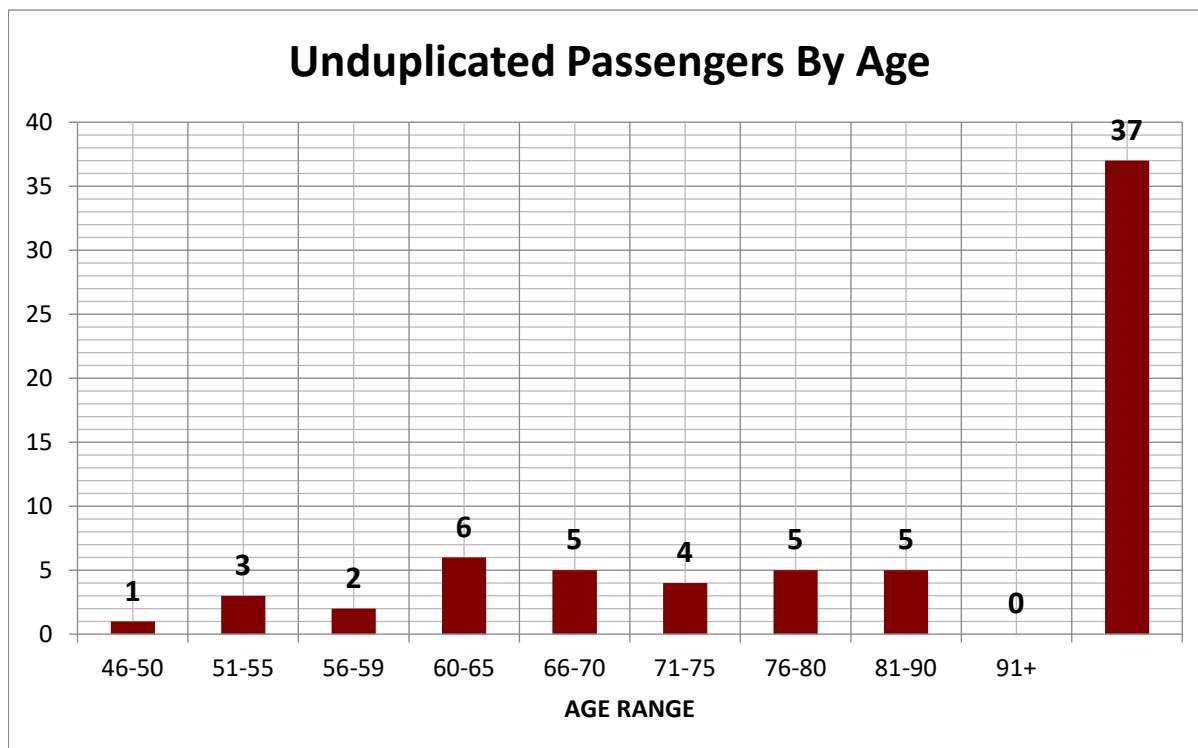


Trip Total	
KAUFMAN TO KAUFMAN	109
KAUFMAN TO OUTSIDE	78
OUTSIDE TO KAUFMAN	14

201

NOSHOW/CANCEL	133
DENIALS	38
Month to Month Unduplicated	37
YTD Unduplicated	180

July 2021 Total D & R Trips	201
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Response Summary:

	Responses	Transports	Exceptions	Compliance %	Transport %
Priority 1 <8:59	41	28	2	95%	68%
Priority 2 <11:59	76	34	1	99%	45%
Priority 3 <14:59	18	11	0	100%	61%
Emergency Transfers<0:29:59	115	114	55	52%	99%
Non-Emergency Transfers<0:15	57	52	9	84%	91%
Helicopter	22	22			
Totals	329	261		98.00%	58.05%

Transport Summary:

	Number	Percentage
Baylor Scott and White Dallas	3	1%
Baylor Scott and White Sunnyvale	7	3%
Baylor Scott and White Lakepointe Rowlett	1	0%
Baylor Scott and White Lakepointe Forney	0	0%
Childrens Medical Center	10	4%
Dallas Regional Medical Center	3	1%
Medical City Dallas	6	3%
Parkland	1	0%
Texas Health-Dallas	64	27%
Texas Health- Kaufman	55	23%
Texas Health -Plano	4	2%
Texas Health-Rockwall	1	0%
UT Health- Athens	2	1%
UT Health- Tyler	0	0%
UT Health- Cedar Creek	0	0%
VA Medical Center Dallas	0	0%
Other Hospitals	37	15%
Nursing home, residence, other	45	19%
	239	100%

	Number	% of Total
Patient Refusal/Treat No Transport	27	40%
Pt is DOS	0	0%
Cancellation- No Patient	41	60%
	68	100%

Average Response Time
City Wide--Emergency Calls

0:05:40

	Responses	Exceptions	
Last 100 Calls			
Priority 1	100	6	94%
Priority 2	100	1	99%
Priority 3	100	0	100%



COUNCIL MONTHLY UPDATE

JULY 2021

In JULY the Kaufman Fire Department responded to 195 calls for service.

In July 2020 we responded to 192 calls for service

We stood by for July 4th activities and all was well.

Performed inspections on new Building 1 at Plum Tree Apts. And Building 4

Rain was biggest problem causing number of accidents and flooding

There were 4 calls that we were unable to respond to due to being tied up on other calls (EMS, accidents) and no additional personnel responded. Luckily again all 4 were medical emergencies and EMS was available to get to them within 15 minutes.

DEPARTMENT

SNAPSHOT JULY



This month was certainly unique from all the rain to lower temperatures.

Training:

(Fire Ce's)

Fire Works safety and response

(EMS Ce's)

Toxicology and drug abuse



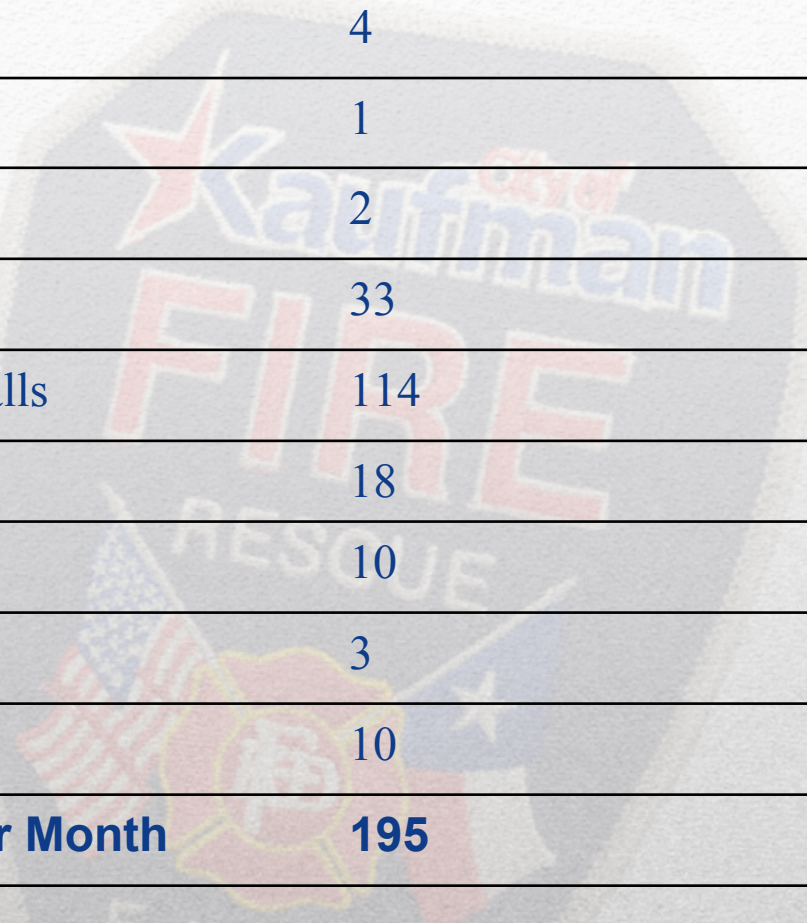
DEPARTMENT SNAPSHOT JULY 2021

- **Incident Response Time
Monthly Average**

- **July 2021 Monthly
Average Response
Time 5 Minutes 30
Seconds (5.30)**
- **July 2020 Monthly
Average Response
Time 5 Minutes 10
Seconds (5.10)**

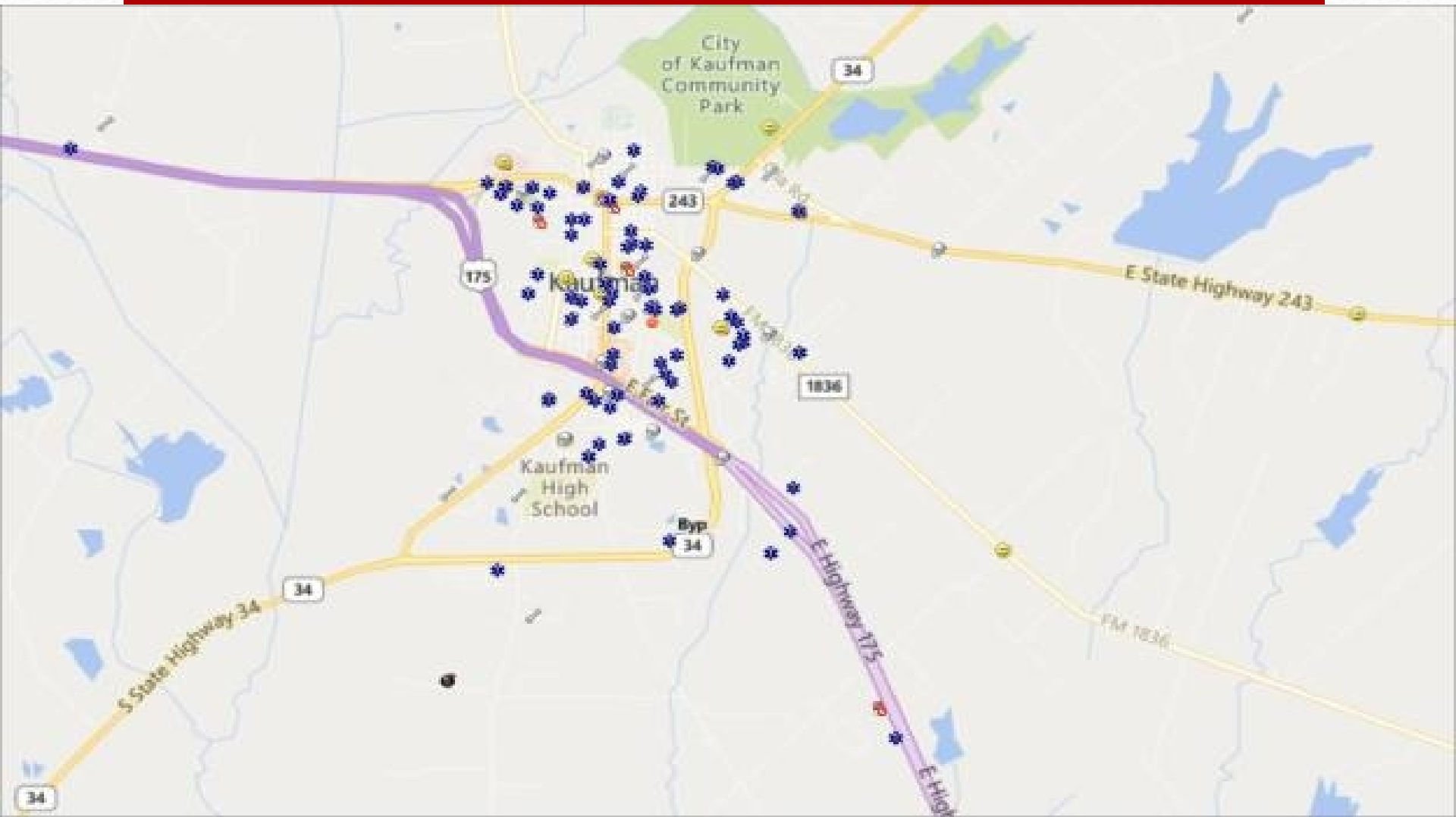


DEPARTMENT SNAPSHOT



Inspections	24
Structure Fires	4
Grass/Trash	1
Automobiles	2
Accidents	33
Emergency Medical Calls	114
Haz / Smoke Calls	18
False Alarms	10
Mutual Aid	3
Public Assist Unlocks	10
Total Responses for Month	195

JULY 2021 Responses



INCIDENT LOCATION MAP JULY

RED=FIRE INCIDENTS/ACCIDENTS
YELLOW= CANCELLED IN ROUTE

BLUE= MEDICAL INCIDENTS

KAUFMAN POLICE DEPARTMENT

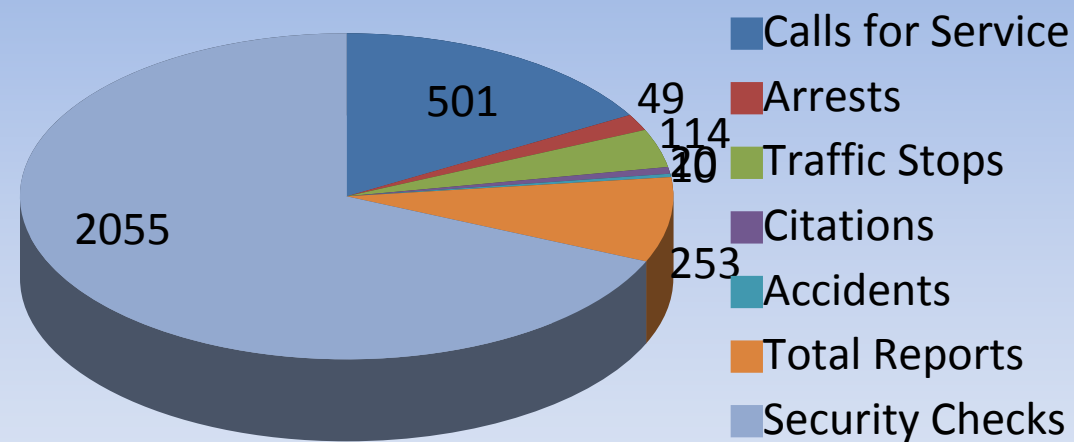
PATROL ACTIVITY JULY 2021

July 2021, Kaufman Police Department's Patrol Division Activity:

- **501** Calls For Service, Including Accidents
- **10** Traffic Accidents
- Completed **2055** Homes, Parks, & Business Checks
- Completed **114** Traffic Stops
- Completed **213** Incident Reports
- Completed **253** Reports
- Made **49** Arrests
- Average monthly response time to calls is **5:13** minutes.

Other points of interest include:

- Utilized the radar trailer on West Grove Street, and East Mulberry Stret.
- Increased traffic enforcement on West Grove Street due to citizen complaints of speeding vehicles.



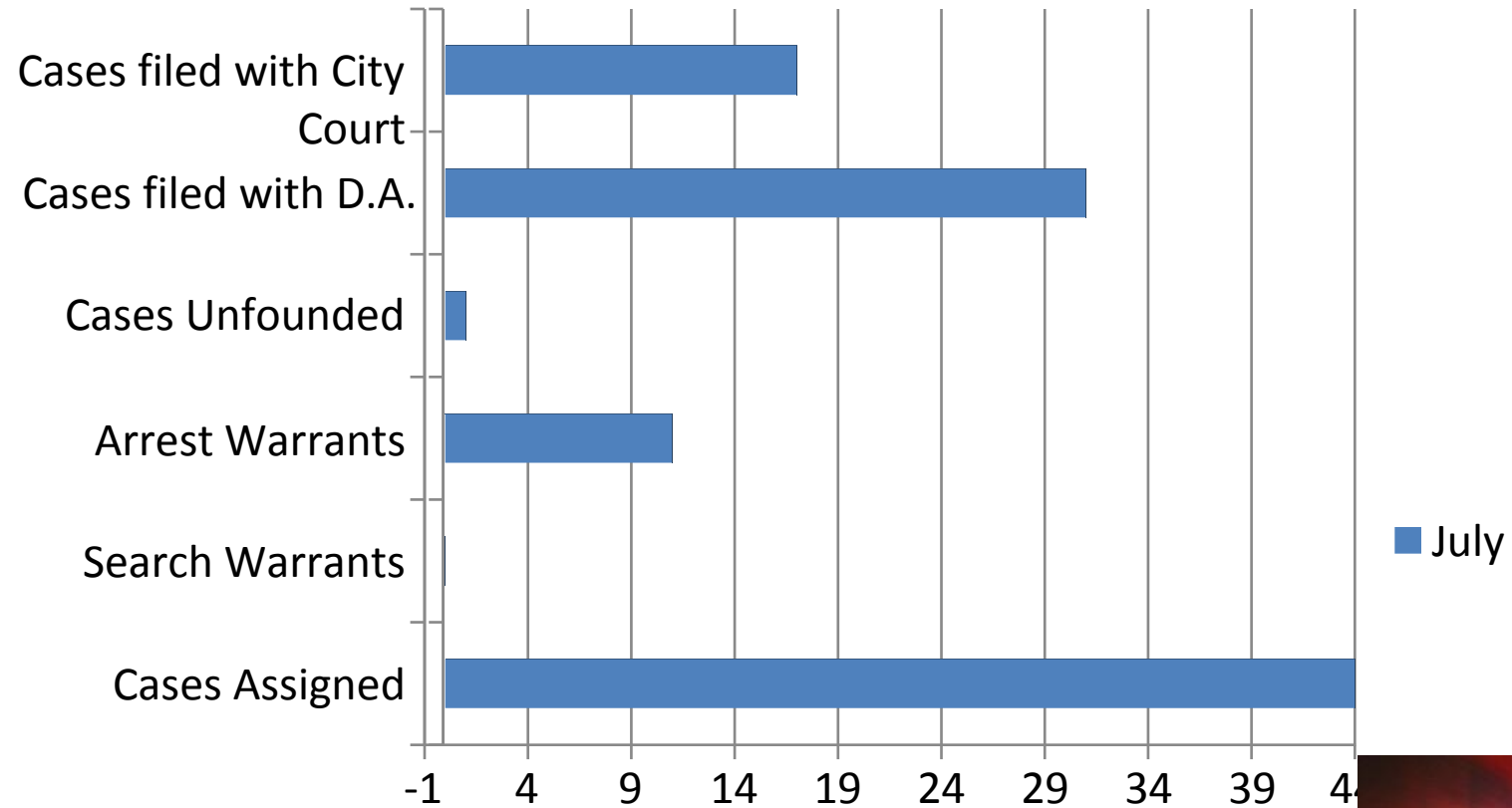
Community Engagement July 2021

Social Media Posts, Facebook Followers 11,101.

Events attended by Kaufman Police Department employees:

- Weekly Shut-Ins Check.
- Red White and Boom Parade.
- Red White and Boom at the Sports Complex.
- 7/29 – C.R.A.S.E. Presentation (Citizen Response to Active Shooter Education) @ the Kaufman Library.
- Kaufman Employee Banquet.
- TCOLE Audit (Passed with perfect 100).
- Kaufman County Joint Agency Gang Intel Meeting.
- TVCC Law Enforcement Program meeting.



Kaufman Criminal Investigations Division
July 2021

	Cases Assigned	Search Warrants	Arrest Warrants	Cases Unfounded	Cases filed with D.A.	Cases filed with City Court
July	44	0	11	1	31	17





Year to Date - Offenses Known to Police for July 2021

Printed On: 8/17/2021

Agency: TX1290200 - KAUFMAN PD

Page 1 of 2

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Animal Cruelty, Total					-
Arson, Total	1		0.13		-
Assault Offenses, Total	28	20	3.53	35	-20.00%
Firearm	3	1	0.38	3	0.00%
Knife				2	-100.00%
Other Weapons				4	-100.00%
Personal Weapons	25	19	3.15	26	-3.85%
Bribery, Total					-
Burglary/Breaking and Entering, Total	9	4	1.13	16	-43.75%
No Force	4	1	0.50	3	33.33%
Force	5	3	0.63	13	-61.54%
Counterfeiting/Forgery, Total	2		0.25	16	-87.50%
Destruction/Damage/Vandalism of Property, Total	18	5	2.27	21	-14.29%
Drug/Narcotic Offenses, Total	114	111	14.38	84	35.71%
Drug Equipment Violations	22	22	2.77	27	-18.52%
Drug/Narcotic Violations	92	89	11.60	57	61.40%
Embezzlement, Total				2	-100.00%
Extortion/Blackmail, Total				1	-100.00%
Fraud Offenses, Total	10	4	1.26	10	0.00%
False Pretense/Swindle/Confidence Game					-
Hacking/Computer Invasion					-
Identity Theft					-
Impersonation	8	3	1.01	7	14.29%
Credit Card/Automatic Teller Machine Fraud	2	1	0.25	3	-33.33%
Welfare Fraud					-
Wire Fraud					-
Gambling Offenses, Total					-
Betting/Wagering					-
Gambling Equipment Violations					-
Operating/Promoting/Assisting Gambling					-
Homicide Offenses, Total					-
Murder and Nonnegligent Manslaughter					-
Negligent Manslaughter					-
Human Trafficking, Total					-
Human Trafficking, Commercial Sex Acts					-
Human Trafficking, Involuntary Servitude					-
Kidnapping/Abduction, Total					-

This report reflects incidents submitted to the Texas Department of Public Safety's Uniform Crime Reporting (UCR) system as applied to your request. UCR is a voluntary program, wherein, participating agencies are required to submit their data annually but have no data frequency submission requirement. As data is submitted, routine data validations are applied to ensure completeness; however, the responsive data contained within this report may have been retrieved from the system prior to being subject to or completing those validation routines, and as such, may contain inaccuracies, be incomplete or not reflect every incident that may have occurred within the specified jurisdiction for the requested timeframe. As such, this report is a reflection of all of the data contained within the TXDPS UCR System at the time of inquiry for the timeframe specified. Every effort has been made to produce the data in the requested format.



Year to Date - Offenses Known to Police for July 2021

Printed On: 8/17/2021

Agency: TX1290200 - KAUFMAN PD

Page 2 of 2

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Larceny/Theft Offenses, Total	72	31	9.08	86	-16.28%
Motor Vehicle Theft, Total	11	3	1.39	11	0.00%
Buses					-
Automobiles	8	2	1.01	9	-11.11%
Other Motor Vehicles	1		0.13	1	0.00%
Trucks	1	1	0.13		-
Recreational Vehicles	1		0.13	1	0.00%
Pornography/Obscene Material, Total	2		0.25		-
Prostitution Offenses, Total					-
Assisting or Promoting Prostitution					-
Prostitution					-
Purchasing Prostitution					-
Robbery, Total				2	-100.00%
Firearm				1	-100.00%
Personal Weapons					-
Other Weapons				1	-100.00%
Knife					-
Sex Offenses, Total	4		0.50	2	100.00%
Fondling	3		0.38	1	200.00%
Rape	1		0.13	1	0.00%
Sexual Assault with an Object					-
Sodomy					-
Sex Offenses, Non-Forcible, Total					-
Incest					-
Statutory Rape					-
Stolen Property Offenses, Total	3	2	0.38		-
Weapons Law Violations, Total	7	7	0.88	4	75.00%
Group A Offense, Total	281	187	35.44	290	-3.10%
Crimes Against Person, Total	32	20	4.04	37	-13.51%
Crimes Against Property, Total	126	49	15.89	165	-23.64%
Crimes Against Society, Total	123	118	15.51	88	39.77%
Officers Killed or Assaulted YTD	0			1	-100.00%

This report reflects incidents submitted to the Texas Department of Public Safety's Uniform Crime Reporting (UCR) system as applied to your request. UCR is a voluntary program, wherein, participating agencies are required to submit their data annually but have no data frequency submission requirement. As data is submitted, routine data validations are applied to ensure completeness; however, the responsive data contained within this report may have been retrieved from the system prior to being subject to or completing those validation routines, and as such, may contain inaccuracies, be incomplete or not reflect every incident that may have occurred within the specified jurisdiction for the requested timeframe. As such, this report is a reflection of all of the data contained within the TXDPS UCR System at the time of inquiry for the timeframe specified. Every effort has been made to produce the data in the requested format.

KAUFMAN POLICE DEPARTMENT ANIMAL CONTROL REPORT JULY 2021

July 2021, Kaufman Animal Control Responded To-

- 36 Calls For Service
- 0 Follow-up Calls
- Warnings Issued – 2
- Citations Issued – 0
- Traps Set - 4

Animals Captured

On Calls – 14
On View – 0

Animals Turned Over

To Owner – 0
To Humane Society – 14

Dead Animals Recovered: - 8

Non-Domestic Animals Captured - 4





Development Services
July Monthly Report
Permits Issued: 07/01/2021-07/31/2021

Permit Title	Project Address	Credential Contacts	Permit Issued Date	Valuation	Project SQ. FT.	Total Fees Collected
Commercial New Building Permit	710 E Highway 175	Derek Jones (General Contractor)	07/29/2021 at 2:50 PM	\$ 2,500,000.00	2,892	\$ 22,543.87
Commercial Building Tenant Finish Out	380 E Hwy 175 , 110	Hugh Anderson (General Contractor)	07/19/2021 at 10:39 AM	\$ 105,000.00	1,091	\$ 4,752.29
Commercial Minor Addition, Remodel or Repair	5962 Fair Rd.	John Casey (General Contractor)	07/07/2021 at 8:54 AM	\$ 26,500.00	1,452	\$ 1,271.29
Fence Permit	4033 Three Forks Rd.	Bryan Mendez (Fence Contractor)	07/07/2021 at 8:24 AM	\$ 700.00		\$ 80.00
Fence Permit	4103 Sublett Way	Bryan Mendez (Fence Contractor)	07/07/2021 at 8:24 AM	\$ 700.00		\$ 80.00
Alcohol Beverage Permit	211 W Mulberry St.	Craft Cork & Keg (Applicant)	07/23/2021 at 9:17 AM	\$ -		\$ 175.00
Demolition (R)	302 W Oak St.	Gerald Harris (General Contractor)	07/06/2021 at 1:46 PM	\$ 5,000.00		\$ 80.00
Swimming Pool / Spa	1401 Main St.	Mathew Jensen (General Contractor)	07/07/2021 at 2:20 PM	\$ 5,000.00		\$ 80.00
Sign Permit	2219 S Washington St.	Geoffrey Young (SignContractor)	07/20/2021 at 8:32 AM	\$ 7,414.00		\$ 180.00
Sign Permit	2219 S Washington St.	Geoffrey Young (SignContractor)	07/20/2021 at 8:33 AM	\$ 415.00		\$ 144.00
Sign Permit	2219 S Washington St.	Geoffrey Young (SignContractor)	07/20/2021 at 8:36 AM	\$ 16,548.00		\$ 356.40
Sign Permit	2219 S Washington St.	Geoffrey Young (SignContractor)	07/20/2021 at 8:38 AM	\$ 7,414.00		\$ 180.00
Foundation Repair	1801 Park St.	William Benitez (General Contractor)	07/07/2021 at 7:16 AM	\$ 12,000.00		\$ 80.00
Driveway, Parking Lot or Sidewalk Permit	501 E 9th St.	Diania Martinez (General Contractor)	07/07/2021 at 8:01 AM	\$ 1,400.00		\$ 80.00
Window (Repair or Replace)	1800 Dellis St.	Jesus Cabrera (General Contractor)	07/08/2021 at 8:32 AM	\$ 10,000.00		\$ 80.00
Residential Addition, Remodel or Repair	304 W 2ND NORTH St.	Rachel Crowley (General Contractor)	07/12/2021 at 11:14 AM	\$ 8,500.00		\$ 160.00
Food Permits - Permit Expires December 31, 2021	9 Oak Creek Dr., B	John Dumas (Applicant)	07/13/2021 at 2:04 PM	\$ -		\$ 275.00
Irrigation Permit	2104 La Jolla Dr.	Pedro Villareal (Irrigation Contractor)	07/16/2021 at 3:31 PM	\$ 6,500.00		\$ 80.00
Residential Addition, Remodel or Repair	1906 S Jackson St.	Mark Olivarez (Homeowner)	07/15/2021 at 11:14 AM	\$ 10,000.00		\$ 80.00
Fire Alarm, Fire Lane, Fire Sprinkler, Fire Suppression (Vent-a-Hood)	850 ED HALL Dr.	James Owen (Fire Contractor)	07/20/2021 at 1:41 PM	\$ 25,200.00		\$ 722.43
Driveway, Parking Lot or Sidewalk Permit	1503 STILL MEADOW Dr.	Rosaura Muzquiz (General Contractor)	07/20/2021 at 10:57 AM	\$ 1,910.00		\$ 80.00
Commercial Minor Addition, Remodel or Repair	9 Oak Creek Dr., B	Rodolfo Trejo (General Contractor)	07/26/2021 at 1:02 PM	\$ 1,500.00	1,360	\$ 224.00
Plumbing Permit	106 S Nash St.	Adan Martinez (Plumbing Contractor)	07/21/2021 at 9:12 AM	\$ 1,496.00		\$ 80.00
Electric Permit	100 N Shannon St.	George Taylor (Electrical Contractor)	07/21/2021 at 10:14 AM	\$ 1,000.00		\$ 80.00
Residential Accessory/Carport Permit	7 CLIMBING TREE Ln.	Greg Hamilton (Homeowner)	07/21/2021 at 2:18 PM	\$ 5,000.00	192	\$ 80.00
Alcohol Beverage Permit	702 E Mulberry St.	Dollar Tree (Applicant)	07/23/2021 at 10:09 AM	\$ -		\$ 60.00
Residential Addition, Remodel or Repair	401 E 6Th St.	Kyle Wilson (General Contractor)	07/30/2021 at 1:28 PM	\$ 1,000.00		\$ 80.00
Plumbing Permit	710 Rand Rd., 23	Terry Smith (Plumbing Contractor)	07/27/2021 at 2:18 PM	\$ 300.00		\$ 80.00
Above Ground Pool	1906 S Jefferson	Clinton Mayfield (Homeowner)	07/30/2021 at 2:19 PM	\$ 348.00		\$ 80.00
Foundation Repair	1404 E 1ST NORTH St.	France Patino (General Contractor)	07/29/2021 at 9:46 AM	\$ 5,600.00		\$ 80.00
				\$ 2,766,445.00	6,987.00	\$ 32,404.28

AUGUST 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 Planning & Zoning Meeting	4	5	6 KEDC Planning Retreat	7
8	9	10 Budget Workshop @ 12 pm	11	12	13	14
15	16	17 KEDC	18	19 Parks & Rec Meeting	20	21
22	23 Regular City Council Meeting	24	25	26	27	28
29	30	31				

SEPTEMBER 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6 Labor Day- City Hall Closed	7 Planning & Zoning Meeting	8	9	10	11
12	13 Special City Council Meeting	14	15	16 Parks & Rec Meeting	17	18
19	20	21	22	23	24	25
26	27 Regular City Council Meeting	28	29	30		

OCTOBER 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 Planning & Zoning Meeting	6	7	8	9
10	11	12 KEDC	13	14 Parks & Rec Meeting	15	16
17	18	19	20	21	22 Oktoberfest	23 Oktoberfest
24	25 Regular City Council Meeting	26	27	28	29	30/31 Halloween